United States Court of Appeals

for the Second Circuit

APPENDIX

75-7600

United States Court of Appeals

For the Second Circuit

B

COLUMBIA BROADCASTING SYSTEM, INC.,
Plaintiff-Appellant,

against

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS, *et al.*,
Defendants-Appellees.

On Appeal from the United States District Court for the Southern District of New York

JOINT APPENDIX

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CRAVATH, SWAINE & MOORE
Attorneys for Plaintiff-Appellant
One Chase Manhattan Plaza
New York, New York 10005
(212) 422-3000

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON
345 Park Avenue
New York, New York 10022
(212) 644-8000

BERNARD KORMAN, Esq.
One Lincoln Plaza
New York, New York 10023
(212) 595-3050

Attorneys for Defendants-Appellees
ASCAP, et al.

HUGHES HUBBARD & REED
Attorneys for Defendants-Appellees
Broadcast Music, Inc., et al.
One Wall Street
New York, New York 10005
(212) WH 3-6500

STROOCK & STROOCK & LAVAN
Attorneys for Defendant-Appellee
Warner Bros. Inc.
61 Broadway
New York, New York 10004
(212) 425-5200

SIMPSON THACHER & BARTLETT
Attorneys for Defendants-Appellees
MCA, Inc., and Duchess Music Corp.
One Battery Park Plaza
New York, New York 10004
(212) 483-9000

LINDEN & DEUTSCH
Attorneys for Defendants-Appellees
G. Schirmer, Inc., and
Associated Music Publishers, Inc.
110 East 59th Street
New York, New York 10022
(212) 758-1100

HOFHEIMER, GARTLIR,
GOTTLIEB & GROSS
Attorneys for Defendants-Appellees
Essex Music, Inc., and
Hollis Music, Inc.
100 Park Avenue
New York, New York 10017
(212) 725-0400

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Thirty-fourth Annual Meeting

of

AMERICAN GUILD OF AUTHORS
AND
COMPOSERS

Hotel Warwick
New York, New York

MR. CHAIRMAN: Good-evening Ladies and Gentlemen. Welcome to the Thirty-fourth Annual Meeting of the Guild.

For those who are saying that is doesn't look like Burton Lane up here, obviously you are right. Our esteemed President is away on a trip abroad. Partly on business and partly taking a well earned vacation. For not only has he given of himself to the many problems of the Guild this past year but, I am sure that you know, he was deeply involved with his show, ON A CLEAR DAY, which is finally open and is currently playing on Broadway.

So it falls upon me to bring you the status report about activities and accomplishments this year.

Incidentally, I have a wire which just arrived from France. "American Guild of Composers and Authors, Hotel Warick, New York City. I am so sorry not to be with you tonight. The Council is to be congratulated on the wonderful work it has done this year. AGAC does more each year to help writers obtain all that they are entitled to. I am proud to be working with you. Best regards to everyone. Burton Lane."

Now, here are the results of the election. The Council members elected were Dorothy Fields, Duke Ellington, Charles Tobias, Virgil Thompson, Vic Mizzie,

Jay Gorney and Jack Seigal.

The officers elected are President, Burton Lane; Executive Vice-President, Leonard Witcup; Vice-Presidents, Harry Ruby and Harold Spoenar; Secretary, Kay Swift; Treasurer, Alex Kramer; Chairman of the Board, Abie Baer.

Please rise while I read the list of the deceased members. Anna Bryant, Joseph Bloufox, Nat King Cole, Joe Cooper, Buddy Fields, Thomas Ginhart, George A. Goodwin, Hy Heath, John Taska Howard, Art Kastle, Ben Light, Albert J. Lindberg, Howard O. Mitchell, Owen Murphy, Roaring Red Nichols, Ray Rash, Don Redmond, Murray Rich, Glenn Raoul, Ten Sneider, John B. Sole, Sam H. Stept, Arthur Turcker, Claude Thornhill, Harry Tearney, Myra Utt, Jan Weber, Clarence Williams and Spencer Williams.

I know that you will be interested to learn that AGAC made a contribution to the American Cancer Fund in memory of Nat King Cole. He was a loyal member of AGAC. He was a performer who did so much for so many song writers.

Unfortunately one of the speakers for tonight has to leave early because his wife isn't well. He is a man that you all know. A charter member. He has probably held every office in AGAC including that of President. And

who, as you know, was just elected again to the Council. He really needs no introduction. Charlie Tobias.

MR. TOBIAS: Looking around here, please believe me that I am not disappointed about the crowd because there are times when we used to have to run from the dais out there to have an audience. There was nobody there. But we still had loyal and wonderful members.

So you see, it isn't that annual meeting that makes this organization what it is. It's how we feel about it and what we do for it.

Looking around here I want to say that there are some very very important people that have been members almost as long as I have. I joined it in 1932. That is quite a few years ago. I think that I was one of the founders, one of the original members who struggled through and we had plenty of struggle believe me. So, repeating myself, it isn't how few over here but it's how you stay and how you back us up in AGAC that counts in the long run.

One of these days members, -- I'm kind of deviating from my little script I'm going to read soon. It is going to be very short. And as Lenny said, I have got a lady with the grip and I think that if I talk something like Louis Armstrong, you'll understand that it's something that has happened to me the last couple of weeks. I guess

we all go through that. But I say that one of these days I would like to -- this lady doesn't even expect me to say this, but I must say this in all fairness because her being a member of our organization, she just doesn't have to be, please believe me, she is so great a writer, she is so respected, let's put it that way, in our profession. Some day I want to see a beautiful nice big eulogy, at a party, paid -- not a eulogy, of course. Eulogy, God forbid, is for those who've gone. I hope she is with us many many years. -- For a lady that has been at so many of the meetings and who has heart in AGAC and hopes that as long as she lives she always will be.

May I just say, may I just take a quick bow to Dorothy Fields.

I looke around. There are so many of my friends. It's like memory lane to me. All these things. Jimmy Kennedy, one of the boys, one of the great writers of England, he is right here. Jimmy Kennedy, a wonderful writer. God, what songs he has written. Thanks Jimmy for coming down here. I think you're wonderful. I know that. I know where your heart is.

I look around. There are so many important peopl Please, I don't mean to sloth off anybody in this audience but I'm going back with people that I happen to know have

struggled with us all to continue this organization and to make it what it is today. Now, it isn't perfect. Please believe me, nothing is perfect. We all make our mistakes. I'll say this, AGAC is something that we all need.

Off-hand I want to say hello. I hope that they don't mind if I call my attention to, she's looking the other way even, a fellow I've known for so many years, who wrote with Sammy Faine, Mrs. Irving Kaye. Right over there, would you take a bow please?

A gal who is just breaking into the business, Mabel Wayne. Come on Mabel, up, up, come on.

All these fellows around here, just great, great writers. I could go on and on and on because it means that these people here tonight think enough of AGAC to show up even though -- All along the line there's so many, Johnny Lobe and Mrs. Lobe. I could just point out -- Oh, yes.

A VOICE: (inaudible)

MR. TOBIAS: What about him? All he had was the Jones family out in Jones Beach.

Somebody's tapping me. What happens?

A VOICE: Monazuca.

MR. TOBIAS: Monazuca. Oh, excuse me. Please take a bow. Please Monazuca. Please. And her lovely

husband. Please take a bow. You see, we have more fun. I don't mean to slight anybody. I can go on and on. I'd like to mention every one of them. A fellow that I've written with for a long time. He was out for a while. He's back again. We love him. One of these days we're going to have him right on the Board, Nat Simon. Come on Nat take a bow.

You see we try to make it a little easier for you people. Look at this fellow over there. The greatest harmonica player in the whole world, Eddie Mason. Come on Eddie. Come on.

I don't mean to, if I forget a few, forgive me, please. I say that this organization has meant so much to so many of us that it's just a pleasure -- if you look around, I don't care if it's twenty-five thirty or fourty, as I said before, we've has less than that but still the organization got stronger and stronger.

I want to go on and say that Abel Baer will give you a comprehensive insight of the new AGAC. And so will our esteemed, our right-hand lady of AGAC, Sterny, will tell us all about it. There are so many things that she has to say. She was just in Europe. She will tell you all about it.

I just want to say that Abel Baer will give you a comprehensive insight of the old-new AGAC. The struggles

and the accomplishments of this writers' organization.

Briefly, I'd like to tell you why a song writer should be a member of the American Guild of Authors and Composers and Publishers.

To me AGAC stands for protection. In fact you know it was once SPA, Song writers' Protective Association. Have you ever tried to protect yourself as an individual? Well, I have.

Recently I've been through a costly experience in trying to get a renewal on one of my important songs. Unfortunately this song had a contract with a publisher dating 1929 or before AGAC was formed. I say unfortunately because if this contract had read 1937 I could have had a copyright worth at least, to the writers, in four figures. I mean this sincerely.

That is the difference of belonging to an organization that removed the renewal clause in all AGAC contracts. What do you think, how much do you think the AGAC writers have gained in renewal dealings with important songs? Or let's say fair to midling songs? Since AGAC removed the renewal clause. Would you settle for less than a million. Now, I'm talking about, with the future benefits and guarantees that AGAC can give you in their contract. I say more than two million. Deals and different things. I

know some of the deals.

Why do you think that an important copyright lawyer once said to me, about copyrights, "Oh, you mean something that's worth more than money?"

Some of you young fellows and girls may say why worry about what may happen in twenty-eight years? May I answer with a song title? TIME WAITS FOR NO ONE.

I'm very short. I'm going to be through. What can one leave for dear ones for future protection more valuable than a house in order with copyrights.

Remember. Without ASAC this ace in the whole would never have been accomplished.

What do you think renewal copyrights will be worth? I'm saying, it sure will be past when pending renewals will be held for fifty years after the passing of the last author and composer.

I think a writer is penny wise and pound foolish to stay out of ASAC. For the reason that he is paying a small percentage for the collection of royalties.

In order to get work, booking offices charge artists anywhere from ten percent or even as high as fifty percent for personal partnerships. At present we charge four and a half percent. And rest assured this amount will be cut down when we feel that the time is right without

hurting ourselves, without losing our strength, we'll cut it down. When we can honestly say that we've saved the writers and revues from little mistakes overlooked by some publishers of well over a half of a million dollars.

Since the inception of a collection plan, isn't the small percentage worth it? Isn't it? Accountants like Price-Waterhouse do not come cheap. True, there are many publishers that would rather not do business with AGAC because they may want to avoid just such clauses your contracts include to protect you. How do you think we got our fifty percent mechanical clause? If it wasn't for writers who had faith in AGAC. How about the new no block deal that's coming up? So many things. I'll let Abel and the others following me tell you about that.

All this and more, as overseeing your statements by our accounting department. All this and more is yours. Not as individuals, not by piecemeal, but togetherness. And that is a good word, togetherness.

Oh, I could go on talking about the writers organization for days and days and tell you that for any new writer, whether he is old or good writer or not or an amateur who feels that they want to make writing a hobby or just a profession, AGAC is your best bet. I know. I'll repeat

myself, I've been with it sice 1932. Since its inception. And I can use a phrase THIS IS WHERE THE ACTION IS. So belong, belong, write, write, enjoy, enjoy, make money, we'll help you.

MR. CHAIRMAN: Thank you Charlie. Before we get the Treasurer's report I'd like to call on a gentleman to take a bow. He's just been re-elected to the Council. He was kind enough to take time out from his very hectic life to come over and say hello, Duke Ellington.

MR. ELLINGTON: Thank you. Thanks very much for such a warm welcome. I am not a speaker, you know. I never know what to say. Subconsciously I'm not stage fright. Consciously I'm stage fright.

I can only summarize Mr. Tobias' statement by saying that this is the isle of sunshine where you get two summers back to back. Thank you.

MR. CHAIRMAN: Thank you Duke. Now I would like to call upon our newly elected Secretary, Kay Swift, for her report. Kay.

MRS. SWIFT: Thank you. I haven't been secretary of anything since I was seven years old. There was a very small group of four kids who had a thing called the Silver Horseshoe Association. They asked me to be Secretary because one was the President, one the Vice-President,

the third one was the Treasurer. So there was nothing left but to be Secretary. I asked what the Secretary's duties would be. They told me that the Secretary gets to have a second helping of whatever we're drinking. So I thought this a very hopeful note. I was happy to be elected.

The Secretary's Report. 1964 Membership, one thousand nine hundred and ninety-six. 1965 Membership, two thousand one hundred and twenty-nine.

1964 Basic Agreements Entered Into, ninety-six. 1965 Basic Agreements Entered Into, eighty-six.

1964 Copyright Renewal Notices, eight thousand eight hundred and fourteen. 1965 Copyright Renewal Notices, ten thousand three hundred and fifty-three.

1964 Copyright Renewal Certificates Obtained, two thousand one hundred and forty-three. 1965 Copyright Renewal Certificates Obtained, two thousand and forty-four.

1964 Countersigned Contracts, nine hundred and seventy. 1965 Countersigned Contracts, nine hundred and ninety-two.

This concludes the Secretary's Report. Thank you.

MR. CHAIRMAN: Thank you Kay. For a report on our financial status here is our Treasurer Alex Kramer.

MR. KRAMER: The Treasurer is expected to make a financial report including figures but our annual financial statement is based on a calendar year. When it has been prepared and finished after the New Year it will be available to all members who are interested.

I know that you will all be glad to hear that our collection plan is progressing beautifully and growing by leaps and bounds. The plan that was put into operation in 1959 and brought in during that first year approximately four hundred thousand dollars. The following year collections were doubled to eight hundred thousand dollars. Last year the figure was one million six hundred and fifty thousand dollars. And by the end of the current year we are looking forward to an income of approximately two million dollars. May it keep on growing.

Today we have our Royalities Administrator, John Carter. John will you take a bow. Who is a very efficient fellow. We are fortunate in having him working with us. He has a staff of four people who have a full time job of working on the details and all the problems connected with royalty collection.

We have an accounting firm in California and two in New York. Price-Waterhouse and Brown, Guttman and Suzman. The amount of detail work entailed by the growing

membership lists and writer activity has made it necessary for us to look into ways and means of stream-lining our operation. For instance, during the summer months we searched all of our files for information received from writers relating to their publisher affiliation. In addition, we gathered information from other sources available to us in an effort to have as complete a record of your publishers as possible. This information was then coded and programmed utilizing IBM equipment. The job has not yet been completed. We anticipate that it will be in working order for the periond ending December 31st, 1965.

Up to know we have mailed our membership book to two publishers and asked that they compare our membership with their own song ledgers. This, in cases of large catalogues, has been a tremendous task for a publisher. But more important, we are not in a position to know if one of our members has not been paid. Under the new set-up, which is in the works right now, we will be sending a list to a publisher with the names of all of our members having songs in his catalogue. We will know immediately if a member has not been paid.

We intend to have the publisher indicate next to each writer's name either the amount of his earnings or no earnings. But in all cases the publisher is asked to

indicate by writer name, earnings or no earnings. The list will also be available for audits by period. The publisher is freed of the job of having to check our membership book against his entire catalogue for our members. This will make it much simpler for him to take care of the royalties due our writers. He would be able to do this in one operation instead of having to do it in a number of individual operations. He will be able to sign one check payable to AGAC instead of, in some cases, having to make out thousands of checks. So in this case this is a service to the publisher. Some of them already have started to indicate their appreciation of this lightening of their burdens.

We have also recently purchased microfilming equipment. We hope in the very near future to microfilm our entire contract files. One of the many advantages of micro-filming is the safety factor involved. Since physical contracts will be kept apart from the micro-filming records, if we should have the misfortune to have a fire or other mishap, the records will still be available.

Both of the above two projects were done at considerable expense to improve the service to our members. We feel that these services will help in strengthening AGAC.

By strengthening AGAC we will be strengthening every one of our writer members. We hope to continue to do so.

MR. CHAIRMAN: I have a few wires that I think you'll be interested in hearing. "Leonard Witcup Wednesday evening, during a meeting of the American Guild of Authors and Composers. Warick Hotel. Dear Leonard; Please convey our heart-filled good wishes to the entire membership. You can be sure that we on the west coast are represented in spirit. Also congratulate the Council in our behalf for their diligent efforts. We will continue to support them in any cause which affords the protection and furthers the benefits of the song writer." The reason I smiled is that his spelling is really worth looking at. It's from Western Union of course. "Harold Speenar, Vice-President and Chairman of the West Coast Committee. Harry Ruby, Vice President. Harold Adamson, Elmer Bernstein, Mack David, Jean Depaul, Raymond Evans, Sammy Faine, Ray Gilbert, Johnny Green, Donald Kahn, Ronislaw Kaper, Sammy Lerner, Jay Livingston, Jerry Livingston, Henri Mancini, Jimmy McQue, Johnny Mercer, Vic Mizzi, Ben Oakland, Don Raye, Irving Taylor, Harry Tobias, Harry Warren, Ned Washington and Paul Frances Webster."

This is also to Leonard Witcup care of the American Guild of Authors and Composers, Hotel Warick. "I am delighted that I was re-elected to the AGAC Council. Unfortunately earlier committment makes it impossible for me

to be at our meeting. My respects and good wishes to you all. Virgil Thompson."

The same address. "Wish I could be at the meeting but I am right in the middle of working on a show. Congratulations to AGAC for its good works. Regards to you, the Council and the membership. Stephen Sondheim."

"Wish I could be at the meeting. Since I am getting married next week I'm involved with a new apartment etc. And glad to be back with AGAC. Regards, Sheldon Harnick."

There's one more. "In my thirty-four years of membership in AGAC this is the very first membership meeting I'll miss. Know that Sterny Abel and Lenny will give a most enlightening account of our organization. Regards, Walter Bishop." It is true. It is the first meeting he has missed.

It says on the paper President's Report. Now, ladies and gentlemen, I would like to bring you some of the highlights of AGAC's activities during the past year.

In January, as you know, we moved to our new quarters at 50 West 57th Street. We needed this new space to take care of our expanded operations and to offer better service to our members.

To bring you abreast of our legislative

activities, let me say that when we learned of the Montana State legislature introduced a bill to outlaw performing rights societies in that state, which would of meant that writers in that state would not receive performance payments on their copyrighted songs, we protested strongly. As did other organizations such as ASCAT and BMI. I am happy to tell you that the bill did not pass. We feel that our efforts helped to defeat it.

Then, early in the year a bill known as the Stead Bill was introduced by the representative from Oklahoma. Which proposed increasing rates for all copyrights. This bill has been passed. However, your Guild was instrumental in at least keeping the renewal fees from jumping to six dollars. The fee was two and is now four. A larger increase in the renewal fee would have been a hardship on all writers and widows in particular with songs that are coming up for renewal.

In March your President, Burton Lane, and Council, Leon Kellman, representing AGAC were heard at the Subcommittee House Hearings on copyright revision. You will probably hear details on this later on from Mr. Kellman. Briefly, they presented strong statements backing the bill generally. In particular they stressed the importance of extending the life of a copyright from fifty years to the

lifetime of the author plus fifty years. The bill was prepared by the copyright office with the guidance of Abraham Kamenstein, Registrar of copyrights.

As you can see, no individual writer can really keep up or cope with the many proposed changes in laws that effect the writer and his copyrights. That is where your Guild plays a vital role.

To continue, in April an important meeting was held at the home of Virgil Thompson to discuss a new publishers' contract for writers of classical music. Burton Lane, myself and other members of the Executive Committee attended along with thirty-five outstanding composers of symphony and opera. Including Ned Roran, Bob Ward, the late Edgar Vareese, John Cage and Morton Gould. As a result of the meeting many writers including Leonard Bernstein and Douglas Moore agreed that the new contract that is drafted should be the basis for negotiation with publishers of classical music.

Ted Livingston, head of the Membership Department, went to California in May and met with the West Coast Committee of AGAC. This gave them the opportunity to discuss and clarify matters of mutual interest. We also had meetings with individual members and publishers which turned out to be most helpful.

Incidentally, our Chairman of the Council, Abel Baer, also met with the West Coast Committee when he was there in September.

For those of you who don't know, the Minnesota Mining and Manufacturing Company, known as 3M, are selling a tape cartridge playback machine. Tapes containing seven hundred composition each for background music usage. AGAC has explored the possibilities of this project and Leon Kellman will discuss it in detail. It may have enormous significance for writers.

I want to highlight again the growth of our collection of royalties plan. As you heard from our Treasurer, Alex Kramer, in 1963 we collected a million and a half dollars. In 1964, a million six hundred and fifty thousand. In 1965, I'm happy to say, we expect to reach or go over two million mark.

I also want to say that we step audited twenty firms this year. Many of which have a number of subsidiary firms. We have uncovered additional sums totaling approximately sixty thousand dollars. This has been an added incentive for many writers to join AGAC and get the benefit of our contract.

Incidentally, let me mention a few of the outstanding writers who have joined and rejoined recently.

Those newly joined are Irving Mills, P. G. Roadhouse, Joel Bushkin, Will Holt, Daniel Anthrathitrioff, David Hennecker, John DeVrees, Alfred Kashka, John Lewis, Milt Jackson.

Those who have rejoined are Doris Fisher, Donald Kahn, Grace Kahn, Benny Davis, Sheldon Harnick, Dick Manning, Jack Yellen, Hubie Blake, Nobel Sissel, Franky Karl, Gerald Marx, Mondel Lowell.

We also have the estates of Cole Porter, Ted Schneider, Claude Thornhill and Spencer Williams.

All in all, as you heard, it has been a busy and productive year for AGAC in many areas. Copyright revision, legislation, preparation of new contracts, collection of royalties plan, consultation with the west coast and legal aspects of new usages of music.

In closing, I can think of nothing better than to quote from what our President said last year. "This is your Guild. We are an organization of writers, administered by writers for the protection of writers."

We can only be as strong as the help we get from our members. Remember, you are always invited to come up and discuss any of your problems. Or if you just want to come up and say hello, don't hesitate to do so. We'll be glad to see you.

I want to thank the Council for re-electing me to office. With your help and support I know we can make AGAC an even stronger and more effective organization than it is now. An organization in which we may all be proud. Thank you.

At this time I would like to call upon our general Council for whom copyright has become a way of life. Leon Kellman who will talk to you about copyright and the 3M project.

MR. KELLMAN: After a number of years of bills for a new copyright l[illegible] it is finally before Congress. This is the bill that has been worked out by the Registrar of copyrights with the cooperation of large numbers of writers' groups, publishers' groups, all kinds of interests who are interested in copyright, interested in using copyrights. Finally, a bill is before Congress.

I can say that since our last meeting a great deal has taken place in connection with the copyright revision law. The Subcommittee concerned with copyrights of the House Judiciary Committee held hearings on the new bill last May, June, July and August.

The way this thing is done is that when a bill is introduced it is referred to a committee. A copyright bill goes to the Judiciary Committee. In this case

the House of Representatives has normally borne the burden of handling copyright matters. They have a Judiciary Subcommittee which actually does the work. In these hearings they were, there were twenty-two days of testimony over a period of three months from some one hundred and sixty-three witnesses. More than two thousand three hundred pages of oral transcript plus written statements numbering more than a hundred and fifty and running to some sixteen hundred pages. All of this is done in an effort to see what the public and what those interested in copyright think of the new copyright bill.

Congressman Seller told the Subcommittee -- Incidentally, the Subcommittee, when you go to the Subcommittee hearing rooms it is like a little court room only much more pleasant. These are perhaps the most pleasant rooms in Washington because on the hottest days they are the best air-conditioned.

There are present normally about six to eight Congressmen. These men actually sat there most of the time. Even John Lindsay, who was running for mayor or something, came down quite a few times. He's a member of the Committee.

Congressman Seller who is chairman of the entire Subcommittee told this to the Subcommittee. "Let me review the magnitude of your accomplishment. You have held

twenty-one days of hearings on a complex and technical subject. You have found time to attend these hearings without skimping your other responsibilities in the session of Congress unprecedented in its activity and its demands on individual members. A session which has seen the Judiciary Committee involved with such major legislation including voting rights, immigration, Presidential inability and many other matters."

Incidentally, Congressman Seller was the speaker at our annual meeting about three years ago. He went on to tell the Subcommittee, "You have heard, I am told, more than a hundred and fifty witnesses. You have heard from representatives of football players and archivists, broadcasters both educational and commercial, composers of music, of movie producers and record manufacturers, and librarians and juke box operators, and community antenna interests, and publishers and from teachers who claim to speak with authority because they are also authors, and from authors who make the same claim because they are also teachers, and many others. And you have done all this without hope of publicity or political advantage simply because the work was there to be done. A most impressive performance."

I must tell you. Burton and I were down there. We gave statements. We made speeches. Believe me, it was a

most impressive performance. Almost everybody whom you would expect to be down there was down. Including the juke box operators.

Now, the bill that is before the Subcommittee is a very very good bill. If we could get this bill through exactly as it stands now we would be very happy. However, there are certain points that are still in dispute. Points where fighting is still going on. I'd like to tell you a few of the things that are in the bill that we think are going to stay in the bill.

What is actually going to happen is this. Congress will expire this year. The session will expire. They will not pass the bill. However, the Subcommittee, in the next session, is going to introduce the same bill but with changes. They are going to draw up a bill. They will make changes. We are concerned about these changes they are going to make.

What is in the bill now is this. For one thing, we believe that the law will have a new copyright time. It will be for the life of the author and for fifty years after that. It will not be necessary to renew copyrights. No more renewal. But, at the end of thirty-five years authors will be able to get their copyrights back. There will be a reversion. The authors or some of their

descendants at the end of about thirty-five years will be able to get their copyrights back. I say about thirty-five years because by the time you are through it is forty years. But you will get it back and no more renewal.

Another thing is the bill prohibits unauthorized dubbing of phonograph records. Now, there is a tremendous loss, I don't know if you people know about this. There is a tremendous loss to writers and publishers by bootleg sale of dubbed phonograph records. Music publishers' protective associations have been trying for years to put a stop to it. They have been able to institute prosecutions in various places. They have brought law suits. But the one thing that they really needed was something in the copyright law itself to prevent dubbing they didn't have. Now they have it and I think it will do a great deal of good.

Now, some of the things that are in the bill otherwise that are good I can't tell you about now. These are technical things and I don't have much time. But some of the issues are still being fought about are these: the juke box exemption. In the last session of Congress the entire House Judiciary Committee favorably reported a bill to eliminate this exemption. It never came to the floor of the House for a vote because the attention of Congress was taken up with the Civil Rights Bill. There is an excellent

possibility that this exemption will now be entirely repealled. We devoutly hope so. But the juke box voice is still being heard from. All I can say is that I hope it will be repealled. I cannot tell you for sure that it is going to be.

Another point is the right to be paid under the compulsory license -- This is starting to get rasping, I can hear it myself. Did you know that I used to talk extemporaneously all the time? Did you know that sometimes you read, it's easier? -- Another point is the right to be paid under the compulsory license for the making of phonograph records. The bill stills has a compulsory license and they've changed the rate. The rate used to be two cents and that was it. Now the rate is three cents or one cent per minute of playing time or fraction thereof, which ever amount is larger, for each record. Now that is not a great deal. It isn't really a great deal considering that the two cent rate was in effect for, God knows, fifty years. But do you think that the record industry feels that way? Oh boy, they do not. They are yelling and howling and sending experts. My God, they are making the biggest fuss you've ever heard.

I still do not know what is going to happen to this. The fight is still going on. The record industry

had an economist down there. The music publishers had an economist down there. He was awfully good. He destroyed the other guy's testimony. He was so busy doing this that he didn't put in any affirmative testimony of his own.

So now Congress is saying, "What do you have to say for yourself?"

The new bill eliminates the exemption of non-profit radio and television stations and others to publicly perform musical compositions free. Channel 13, WNYC, they can play records from morning until night, the same records that everyone else plays but they don't pay. The bill eliminates this exemption. Now, it says that they've got to pay. Do you think that theyare taking this silently? Do you think that they are taking this lying down? You've never heard such a fuss that is going on. I still don't know if we are going to keep this in the bill. But at least it is in the bill. The Registrar wants it in and we are trying to keep it.

Another important controversy is that affecting community antenna television. Now, here in New York you turn on your television so that you get a station. But in other parts of the country they don't. They do this through a community antenna system. As a matter of fact, New York is going to have one. Where you live, in a itsy-bitsy

village in the middle of a valley, you can't get television. Some guy puts up an antenna. You get a signal. Okay. This is all right. But now this has become a big business. Some of these community antemma operators operate big systems for big money. This is actually taking the place of television networks. The television networks are now suing community antenna operators to see what is going to happen in court. Whether they have the right to do what they are doing. Do you know that if they could get away with it they put on their own programs, they put in advertising, and they do not pay copyright royalties. They say, "We pick up from television stations. They pay, we don't have to pay."

So ASCAP isn't collecting from it. BMI isn't collecting from them. The new bill says that you got to pay. We hope that it will stay in there. Do you think that they are taking it lying down? Ha.

By our next annual meeting I think that we will have a new copyright law or at least a new bill which is well on its way to becoming law. The House Judiciary Committee is a group of particularly sincerely capable and conscientious men. Did you ever go down to Congress and see these guys work? You think they are a bunch of slobs, they are a bunch of politicians, they maneuver around, they

don't know what they are doing? These are a wonderful bunch of men. I'm thinking of the men on this Subcommittee who sat there, who asked questions, who listened, who tried to give everyone a fair shake, who tried to learn as much as they could before they came up with the bill. As Congressmen Seller said it is truly an impressive performance. If you want to think more of your country and more of your Congress just go traipsing down to the capitol when these guys are working some time. Not on Sundays when you walk through the empty room. When these guys are working go down.

We have not been working alone in connection with the copyright law. We have been a member of a large group of organizations who have been working with us. By the time that we got into this organization, by the time that it was formed, we were one of those who formed it, a lot of compromises had been made so that the Congress would not have to break its head over controversies. We got more compromises. We came together. We tried to work out together a bill that would be more acceptable to Congress. We are still a member of this group. The group has done wonderful work. It is a most impressive group. I should tell you who is on it. The Executive Secretary of the group is Dan Lacey, the manager of the American Book Publishers' Council. This group is called the Coordinating

Committee on Copyright Revision. The following are the members of the group. American Book Publishers' Council; American Guild of Authors and Composers, that's us; ASCAP; BMI; American Society of Magazine Photographers; American Textbook Publishers' Institute; Association of American University Presses; Authors' League of America; Composers' and Lyricists' Guild of America, that's CLGA; Magazine Publishers' Association; Motion Picture Association of America; Music Publishers' Association of the U.S.; Music Publishers' Protective Association.--

Some of you people do not know until this minute that there are two music publishers' associations. One is MPPA that we know. The other is the organization of serious music publishers. They have two.

-- National Audio-Visual Association; Record Industry Association of America; Screen Composers' Association; Society of Magazine Writers; Writers' Guild of America.

These groups have differences among them as is obvious. However, this group has been effective in bringing about compromises on points where compromises were generally called for. These compromises are very important. If we didn't have them we wouldn't have a bill. Because this time Congress said that we don't want to fight very much. You fight before hand. Bring in your bill. Let a

few things be. We'll fight over them. If you bring us too much to fight about we'll through you back the way we did last time on the previous bill. We'll through you the Hell out of here. Which they did. This time we did what they wanted. We worked out all these things. Brought in those few points that we couldn't agree on. Now they will work out those few points. This is why I think that we are going to have a new bill.

We will let you know of what takes place with regard to the copyright bill. We will want your apecific cooperation in connection with the bill when the time comes for Congressional voting. We will ask you to write a wire to your Congressman and your Senator.

What I have tried to do tonight is to give you a brief summary of just what is involved so that when the time comes for you to make your views felt you will know just what it is that we are talking about. You'll be hearing from us again.

Now I want to go to another subject that some of you may or may not know about. This is the tape project that 3M has evolved.

Now 3 M is a very tremendous corporation. They make Scotch Brand tape. They are, I think, the biggest manufacturer of electronic tapes used for sound and visual

recording. They make the Veriflex photocopier. It is a great diversified corporation in all kinds of businesses. They are the kind of corporation America is proud of. However, at the moment they are doing something which, while it is legitimate, may have profound affects for song writers. This is why we are gravely concerned with it.

Downstairs in the restaurant you have dinner, you hear music or something like it. It is leased music. It comes through telephone wires.

3M has come up with something else. They have a machine, a monaural playback machine, They sell this machine to anyone who want to buy it, costs under four hundred dollars. They then sell you tapes to put on the machine. Each tape costs a little under a hundred dollars. Each tape contains, now hold on to your seats, seven hundred compositions. Each tape contains seven hundred compositions. They have two tapes now. Melodic library and a rhythnic library. They have another tape which they are going to sell containing Christmas songs. They are going to keep on selling these tapes. Now where do they get the rights for them to sell these tapes.

There are two things that they need. By the way, let me tell you something more about these tapes. You get twenty-six hours of continuous music on this. You can

outstanding writers who have joined and rejoined recently.

set the thing so that it goes on and off. You can do various things with it. The normal machine will run twenty-five speakers in one place. You can get an auxiliary amplifier that will run twenty-five more speakers. In other words you can get a Hell of a lot of music from this little gimmick.

What they have done in getting rights is this. There are two things that they need. They need mechanical rights and they need performing rights. This is going to surprise you. When someone buys tapes he not only gets something that mechanical rights have been paid for, he gets something that performing rights have been paid for. How does this work? Mechanical rights, they go to the publisher. For performing rights of BMI compositions they have made an agreement with BMI. But when it comes to ASCAP compositions there is no agreement with ASCAP. What ever took place they could never have gotten together with ASCAP. So they went to the publishers and they have gotten performing rights from the publishers for these tapes.

So that when some guy who has a Bar and Grill. He wants some music. He buys a tape. He gets a whole package. He has bought it. He doesn't pay anybody anymore.

You may be surprised to know that under the United States Consent Decree which governs ASCAP, ASCAP's

rights are now non-exclusive. A writer can give performing rights away. He can lease them without the users going to ASCAP. A publisher can do it. In the AGAC contract, in anypublication contract, the writer gives performing rights to the publisher. But the publisher can't do anything with them as long as there is a Performing Rights Society. If the Performing Rights Society doesn't function for any reason then the publisher can give it.

In this particular case the user, 3M, went to ASCAP firms, went to the publisher. Some publishers have entered into agreements giving 3M performing rights. They made blanket deals running for a period of three years. Some of the publishers are getting a ten thousand dollar advance. For each composition on each tape 3M pays three cents for three years. They sell the tape. That's it.

One of the things that disturbs us is the fact, what happens after the three years? As a practical matter, you can't really run after all of these places to see that they are not going to perform these compositions after the three years. They are going to perform them. Nobody is really going to do anything about it. So that you are going to have, in times to come, a lot of performances taking place as background music in all kinds of places and

nobody is getting paid for it.

Another thing that disturbed us about this is that we do not believe that performing rights should be granted except to performing rights organizations. This is the established method throughout the world. This is the way to do it. Performing rights organizations police users, negotiate fees, collect fees, run after violators. If you don't have a performing rights organization you are going to be out of business so long as, so far as your song writing interests are concerned. If you are a professional song writer you are going to out of business period.

We are most disturbed at this development. ASCAP now collects a million dollars a year from operations like MUSAC. Certainly, this money will decrease. Certainly, many users will, who are now using leased music in their places, they will go and buy these tapes. That amount of money must be decreased by the operation of 3M. Whether we can never make up for it because of the fact that 3M is paying performance fees to publishers, we don't know.

But we are disturbed about anything that weaken performing rights organizations anywhere. This is one of the things that is bothering us very very much.

Now in signing contracts for 3M publishers must get the writer's consent. Many publishers might not

know this. Other publishers have gone to writers for consent. They have even tried to high-pressure writers into giving consent. The reason is that what they do with 3M is they make a bulk deal. If some of you have ever read that wonderful AGAC contract of yours, really read it through. I wouldn't have the nerve to say how many here have read their AGAC contract. I don't know what would happen. But if you have ever read it you would see that there is a clause there that says that you can't give, make bulk licenses, without the writer's consent. These publishers have made bulk licenses. Those who have, several of the very big publisners have, and quite a few smaller ones. In other words:

If a publisher comes to you and wants your consent, think about it very carefully, what you may be getting in to. He may be very optimistic. More optimistic than they should be. He may be misguided. We don't know whether he has given sufficient thought to it. You've got to give thought to whether you want to give your consent to this thing. We are most disturbed by it.

If publishers give consent to 3M. If they make a deal without the writer's consent, we believe they have a legal right to do something about that.

We are writing to publishers, telling publishers.

We have sent a letter, as a matter of fact, to publishers telling publishers how we feel about it. We have said, "These contractual provisions are not meaningless words to be lightly ignored or evaded. These licenses refer to in these paragraphs of the contract are not a licensing as publishers and writers have known it. It is the intent of these paragraphs that the writer shall be fully informed and shall have a voice in deciding whether such new licenses should be considered."

We've told the publishers why, just as I've told you why, we feel strongly about the fact that this might not be in the best interest of writers.

We are sending a letter now to writers, and you will get it, telling you more about this. So that I do not have to tell you more. We will put it into the letter. You'll get this very very shortly. And you will know more about it. I just wanted to let you know about the situation as regards to the 3M project. What it portends, I don't know. But there it is and it is one of the facts of life that must be faced.

A VOICE: (inaudible) two writers?

MR. KELLMAN: If there are two writers it's split between them. If there are five writers it is split between them. There will also, of course, be public domain

material on the tapes and for that nothing will be paid.

A VOICE: What about an advance to a publisher which he is getting an advance for his entire catalogue. How does he apportion this much to a writer?

MR. CHAIRMAN: May I suggest that since we are sort of in the question department to hold all that until the speakers are through. Is that satisfactory to everyone? Because they are waiting here on the dais -- all right. Fine. Thank you Leon.

Now I would like you to hear from a Councilman who has always given unstentingly of himself in the affairs of AGAC for many years. He has been Treasurer, Vice-President and Head of many committees. He is probably the only writer who ever had a poem published about a Congressional bill. Edward Ellisque.

MR. ELLISQUE: When I was asked to speak at this meeting I in turn asked what about? You see, I confess to an old-fashioned prejudice that words should mean something, even lyrics. This was impressed on my consciousness some years ago after I had made a rambling unsignificant statement at college. A professor looked me over and drawled, "Ellisque, what makes you think that whatever comes into your head is fit to come out of your mouth?" I believe in specific meaning not meandering. That

it is a matter of conscience for every would be Mark Anthony to realize that ears are for lending not for bending.

Well, the topic suggested for me to discuss with you tonight was THE IMAGE OF AGAC. Instantly I saw a cloud of Madison Avenue miasma engulfing a room of chairs. Most of them occupied. To me the word image has become a debased expression, the exclusive property of T.V. commercials and commercial politics. A psychological deodorant. A verbal bra. One letter less and the word image could be a dirty word on BBC.

How, I ask, could you couple image with AGAC? A horrible misalliance. Then I was calmed down as we discussed it. I began to ponder on the origin of this whole business of projecting an image. It all began with an unpopular millionnaire who wanted to clean himself up in the public eye. Rockefeller, not Nelson, not half-nelson, John D.

So I asked myself does it necessarily mean that AGAC and John D. Rockefeller are in the same category? So we delved a bit. Rockefeller went around handing out dimes. That was his gimmick to convince Americans that he was a kindly old codger who while digging for turnips in his back yard one day happened to strike a few international oil wells. Is AGAC like that? On the contrary. AGAC digs

for author's royalties that publishers have buried in their back yards and it turns them over to writers and composers who wouldn't get them otherwise.

John D. kept millions and handed out dimes. AGAC keeps dimes and hands out, well we passed the first half million anyway.

John D. made leases for a minimum of ninety-nine years while we are still fighting for tenure for the author for fifty years and lifetime.

So the image of AGAC is not identical with that of someone who would try to mislead the public. The word image can be used for good as well as for evil.

When I got steamed up they said that this is what you should speak about. I realized that they wanted me to be a Billy Graham. But Billy Graham's fervor is useless without his witnesses. It requires those who have had the actual experience and who can say this is what AGAC means to me.

So we thought of a few people who have had some experience recently and who have a right to say this is what AGAC means to me. And in that capacity, not as Billy Graham, I'm going to call on them.

The first is a man who was with NBC. A song writer with AGAC since 1952. Only last month we received

from him an application for membership. We thought that this was rather strange since he himself had been a member for some thirteen years. So we looked at the name carefully and we looked at his signature on the check because a deposit check in the amount of twenty dollars must accompany an application. It says name and do you use any pseudonyms? The pseudonyms were Tiger Zapger, River Zapger, Hungry-Eye Zapger and the application was signed by Sam Zapger dabbed for William Michael Zapger. The date of birth in the U.S.A. was October 20, 1965. So Sam Zapger, on the sixth day of his son's existence applied for membership in MGAC.

The Board sent him back this letter which I read in part. "Dear Sam; The membership application for William Michael Zapger was presented to our Executive Committee who congratulate you for being the father of a son who has such good taste and foresight. We congratulate your son as well for having been born to such witty parents. However, the Executive Committee has asked me to advise you that they are so honored by receiving such an application that we are accepting it to hold it in abeyance until such time as William Michael Zapger has written his first compositi This, we presume, with a gentleman of such foresight as William appears to be should be some time around 1975.

Since inflation is what it is we are returning

your check for the amount of twenty dollars. But at such time as Mr. William Michael Zapger has written his first song we will then request a deposit against his future dues that year.

We do note that on his list of compositions there is a title NONE YET. It is an interesting title, we believe, but we note that it is not as yet published. Believe me we are honored and want you to know that we are respectfully your servants. Sincerely yours, Miriam Stern, Executive Secretary for the Executive Committee."

Since Michael cannot be here we will ask his father to speak for both of them. Sam Sapger, please.

These will be brief testimonials.

MR. SAPGER: When Miriam cabled me in Rome to ask me to come back to speak to you tonight. You called me at home to ask me. I really tried to think of what to say. I started out at home thinking "Dear members of the press, movies, television, etc." I gave that up and I started again. I said, "Ladies and Gentlemen, I stand before you nervously," from my wife. Mr. Tobias did say it there are here assembled unquestionably some of the greats, some of the near greats and some of us who are comparitively new in the song writing business. This is a fact.

I have here the most significant song writing

contract ever devised. This is a fact. There is here assembled on this dais perhaps the most knowledgeable legal force in the music industry. This is a fact.

And it is also a fact that without this contract and without this august organization to ably administer it for us we would be as the proverbial ducks in a shooting gallery. There is no doubt about it. The song writer is in the toughest, he stands alone in the toughest area of the magical musical arena. The song writer requires the backbone of a strong contract ably administered, to give him that strength. And this contact provides for that right.

There are writers not here tonight who will hear of AGAC. Who will hear of this Guild. And should join. It is up to us to spread the gospel. Thank you.

MR. ELLISQUE: Apparently he took the Billy Graham role seriously in spreading the gospel.

I would like to call on another member of AGAC. A more recent member who, however, is well known for his work not only as a song writer but as an actor, producer, Will Holt. You will remember recently his productions of AN EVENING WITH LEONARD BERNSTEIN and THE WORLD OF KURT VILE I think that he should tell you about his latest. I don't

know if it is his latest song, but the song for which he is best known because it involves an experience in which AGAC was helpful. I'd Like Will Holt to come to the platform.

MR. HOLT: Thank you. I have to start off by saying that I have always been instinctively anti-organization. The reason why I joined AGAC, frankly, was because I could never read the contracts which publishers were giving me. I thought that this would be an easy way out. Strangely enough publishers never mentioned AGAC to me. I don't know why I didn't hear about it until last year when a song writer, Irving Joseph, who is a member of the organization told me about it. I thought it would be a good idea to join because I have been going through a number of law suits. In other words, I might say that I have known practically every lawyer in New York on a first name basis. And their secretaries.

I didn't know that there was an organization which sort of could do all of this work for me. A situation came up with a song of mine called LEMON TREE in which the publisher paid intermittently. Whenever I would call I would find that the publisher was in Puerto Rico for the winter or in San Diego for the summer. I began to suspect that he was there on my royalties.

I didn't know that this was really the truth

until I called AGAC and we found that there was a lot of discrepancy. To make the story brief, I haven't been paid for quite some time, anything. I called John Carter and he sent a letter out and miraculously the next day I got around four thousand dollars which somehow had just been lying around. But they didn't send it to AGAC, I might add. They sent it to me as though it had been something that had been over looked.

I didn't feel that it was quite as coincidental as they presumed. It was with a great deal of gratitude that I sent four and a half percent of what I received to Mr. Carter and AGAC. And I thank them very much.

I have only one further word to say. I have another song now which is coming up. I feel that if you join an organization that organization should work for you and it is going to. Thank you very much.

MR. ELLISQUE: Behind every great man stands a woman. In this case I think we should ask Mrs. Holt to take a bow.

Since I have imposed brevity on others, I certainly will respect it myself. I think that it would be only fair to give you a very quick summary of other similar cases of people who are not here tonight. We can tell you of one Board member who collected a large sum unexpectedly,

close to eight thousand dollars through the efforts of John Carter and the organization.

I may tell you that Duke Ellington who was here recently is still collecting on a little item that came up two or three years ago, where they had completely forgotten, I think that they didn't know where to get in touch with him.

You may say that that is so in the case of a well-known song. In which case I go to the other side of the ledger and give you the story of a widow who came to John Carter with a list of her late husband's songs and the list of the publishers. She had not received statements much less checks for a long long time. As a matter of fact for years. John got to work on it and within two weeks she had checks from two different publishers. Not large but the fact is that the machinery works.

There is another member, a writer-musician. This was really for the books so you might say for the birds. This was a man who did not remember what he had written. He did not remember when he had written the songs. He didn't have the names of the songs. He didn't have the names of the publishers. He didn't even remember under which of several names he had written them.

Now, a fan of his, a European fan, because he was a musician, made it his business to collect this man's works. On his own compiled a very extensive catalogue and a category for this man. He then took this, brought it to John Carter and suddenly the man is finding out about songs that he has absolutely no recollection of having ever written. He is going to be paid for them.

I must tell you, trying to end with a black-out, that when we discuss this in the office John looked at me and said that"this is very interesting. Have you any cases that you can think about?" I said no. He said, "You know there is a very interesting case in the office of a certain contract in which there was some dispute as to the interpretation. The lawyers finally agreed to the terms but the publisher didn't pay. The lawyer asked me to look into it. Then the office collected." He looked at me. You know who it was don't you? Me.

This is a practice that is good for everybody. And I say that if I must end on an inspirational note, that we can all, in some form or other, bare witness to the fact that AGAC has done good work. The only way that it will continue to do good work and do better work in a period that requires much more effort as in the case of 3M and new copyrights is to get more members,to get larger meetings, to

get more of the young people involved and to enlarge our committees. All of you, I know, are welcome. Please feel that there is no we and they. We are all part of the organization. Thank you.

MR. CHAIRMAN: Thank you Eddie. Although I could devote a half hour to the virtues and qualifications of the next speaker. I'll just say, meet our charming and most efficient Executive Director, Miriam Stern.

MRS. STERN: I think that it would be so nice if he had taken a half of an hour because I am not a speaker as you well know. I think that I know everybody in this room. You can talk to me at any time.

One of the things that I would like to tell you is that I went to Europe. This was a holiday really. It's always a busman's holiday. Of course I saw a great many writers there, a great many publishers, organizations that have to do with music. The Head of the Performing Rights Society in London, the Head of the Performing Rights Society in Paris.

Now in France, possibly because they have the best copyright laws in the world, there is no organization of song writers. In Holland they had an organization of song writers. I met with their president who's name may be familiar to some of you. It's a rather weird sounding

name, Han Dunkt. Mr. Dunkt is the Irving Berlin of Holland. I asked how old the organization is. He said this is ten years old. I said, "What do you do?" He said, "We don't do anything but we have very nice meetings."

They have just formed a song writers organization in South Africa. I was not there. I heard about this in London. In England they have made a very strong attempt to make a strong guild. But it still has a long way to go. It is eighteen years old. They have taken our 1947 contract. They have not been able to negotiate it as yet. This is an unfortunate thing. They just simply cannot get the English publishers to sit down with them.

If any of you travel abroad please let me know so that you can get in touch with writers in other countries. As you know, the American publishers know how international the music business is. They have offices in almost every city in the world. We need this friendship amongst writers.

The song writers guild keeps us informed and we keep them informed. I went to a Board meeting of theirs. The English seem to be very quiet. I couldn't believe it. When I walked in I said, "Is this all the noise that you ever make?" They are so quiet, so well behaved. In the Song Writers' Guild some of the writers have asked, "Please, can

we be a member?" Well, you know, you can be a member of AGAC. We don't care where you live or what language you speak.

David Hannecker, the writer of HALF A SIXPENCE, called me up and said, "Can I see you right away and give you my money in pounds? I must be a member right away."

Of course, you are meeting with writers in Europe. I have never eaten so well in my entire life. The President of the Song Writers' Guild decided the best way to talk about music business in England and the United States was to go with his wife and him on a forty foot sailboat and sail on the Solet and up the Beulley River. I just wish we could afford something like that and have a Council meeting on it. It would be wonderful.

I notice tonight, I almost feel as if I am back in London because I was sitting in the lobby of my hotel and Jimmy Kennedy walked in. He is here with us tonight. There he is right over there. This was such a familiar face and so good to see. I also met with George Posford, over there, Ronald Reedford and Ellie Bedel. Remember cruising down the river? She plays a magnificent cello.

It was a wonderful thing. The feeling of writers, they are so delighted to have American writers come

and visit with them. If you ever do go to England or France or Holland, make a point of visiting writers there. You should know them and they should know you. Thank you.

MR. CHAIRMAN: Thank you Sterny. It is a pleasure to introduce the next speaker. A loyal supporter of AGAC for many many years. He has always been in there fighting for the song writer. A charter member, former Treasurer and President and now the Chairman of our Council. The one and only Abel Baer.

MR. BAER: This is the first time I ever closed a show, I'll tell you that. What a spot to be in. Somebody must have over evaluated my ability as a speaker apparently.

However, I would like to read a letter from a founder of this organization. One of the original founders. His name is Alex Gerber. He is quite ill. I am sure that he will be delighted in knowing that it was read at this meeting. It is called A SONG WRITER"S DREAM. "A song writer is a human being with anxieties, feelings, moods and above all his dreams. He dreams of writing a hit song that will sell a million or more records, get thousands of performances on radio, T.V. and lucrative domestic and foreign royalties from all other sources. A song writer back in the days of World War I had his dreams of writing

a hit song that would sell a million or more copies of sheet music. That being his main source of income at that time. He did not receive fifty percent of the mechanicals or a fair share in the revenues from the sale of sheet music, folios. He received no royalties from other sources like writers do today.

At that time even ASCAP was a very young affluent society with no quarterly royalty checks forth coming. Yet the writers remained loyal. And because they had faith and believed in its future. These were the days when each publisher had his own one page contract. One worse than the other, which song writers had to sign. They had no alternative because we were not organized.

Most of these terrible contracts had no provision for payment of foreign royalties. But many did have an automatic twenty-eight year renewal clause.

The publisher's books were never audited. Many songs were sold outright where the writer waived all his rights and interests. This is not possible today due to our present good contract.

Because of these inequities and other problems plus a series of unanswered questions hanging on a big question mark, a small group of writers decided to organize. The meeting was held at Murray's Cafe on 42nd Street. The

thirty-five writers that attended decided on the name SONG WRITERS. The late Al Ventosa was chosen President. A stimulating discussion followed. The writers considered this our first giant step. Subsequent meetings were held at King's Chop House and our membership kept increasing. Including top contemporary writers.

In 1923 the Song Writers' Organizations, being short of funds, sponsored a big benefit show at the Century Theater, located then on Central Park West and Sixty-third Street. Many great stars namely Al Jolson, Eddie Cantor, Will Rodgers, Bell Baker, Van and Skink, Gallagher and Sheehan, and a host of others volunteered to appear. The late distinguished Victor Hurbert conducted the orchestra.

Shortly after, the music publishers started taking cognizance of our organization and met with our committees. In 1931 the Song Writers' Protective Association known as SPA, was formed under the able leadership of Billy Rose, Ed Gillessie and the late George Meyer. Then came the following Presidents namely Irving Caesar, Sigmund Rhomberg, Charles Tobias, Abel Baer and our current President Burton Lane.

It was the combined efforts of these dedicated men, the members of the Council, the Executive Director, Mrs.

Miriam Stern, and our able attorney Mr. Leon Kellman, that has brought this Guild to a point where all its members now enjoy the many advantages and services that were just hopes back in 1923.

Subsequently, the name Song Writers' Protective Association was changed to the American Guild of Authors and Composers, known as AGAC, which now stands as a beacon light and a watchtower in the music industry.

As a veteran song writer I say with profound sincerity that AGAC has grown up, has come a long way since 1923 and our present basic minimum contract is now a song writer's bill of rights. A realization of a long ago dream come true."

I have a very short little thing to say about what has happened here tonight. Sort of repetitious but I think that it is worthwhile repeating. I would like to call your attention to the fact that there are many song writers, some ASCAP, some BMI, and others, who are not members of AGAC simply because they haven't been sold a bill of goods. They just don't realize what they are losing by not being members. Therefore it behooves every member of AGAC to contact these writers we know or have collaborated with and point out the many advantages, services, protective measures to be gained by being a member of this organization.

We must make a concerted effort to get them to join. By doing this we will become much stronger and be in a better position to negotiate our next new basic minimum contract which has many more advantages and protective measures which we will all profit by.

In view of the fact that we are now in a changing music business I'd hate to think how much worse off we would be if there was no AGAC to protect our best interests.

There is now a greater need for AGAC than ever before. We must continue to go forward. There is an important job to be done by each and every one of us. Let's get with it. Let's do it. Thank you.

MR. CHAIRMAN: Abel really got out of a sick bed to come here tonight. I know we all appreciate it. Thanks Abel.

Before we open the floor for general discussion I'd like the following staff members to take a bow. Ted Livingston, Head of our Membership Department. Mildred O'Rourke, Head of our Copyright Renewal Department. John Carter, you have already met. Also, I would like to introduce the man that has done and is doing so much to help us get the message of AGAC across to the public, our Public Relations man, David Dacks.

The floor is now open for general discussion. Anyone want to ask a question?

A VOICE: No, I would like to say something.

MR. CHAIRMAN: Very good.

A VOICE: The combined letters of our organiza to me, have always been very (inaudible). ASCAP and AGAC has always sounded more, to me, like a mythical bird or something. Mr. Zapger, whether he did it consciously or unconsciously, said something tonight which sort of hit me very strongly. He said AGAC. I've never heard it called that. I think it is a pretty good idea to do something like that because, even though it sounds like Ajax, we are a cleanser also. We are trying to clean up the publishing contract. I think that we should start thinking about ourselves as AGAC instead of AGAC.

A VOICE: Can we call ourselves the American Juild instead of the American Guild.

A VOICE: Were those AGAC publishers or non-AGA publishers who came up with the money after the (inaudible)

MR. CHAIRMAN: I would say a combination of both. You don't need a AGAC contract to have a collection by AGAC.

A VOICE: That should be clarified. We audit, we collect from non-AGAC publishers as well as AGAC publishers

A non-AGAC publisher, in his contract, may be required to submit to audits. So far as collections are concerned, the writer gives us an authorization, we say the writer has given us an authorization from here on pay us.

Well, the fact is that we have had very great success in this because there is hardly any case where a publisher hasn't paid us even if he is not AGAC publisher.

So far as audits are concerned, even where his contract does not permit audits many publishers do permit us to go in and audit. We have done a very good job. John Carter and others do the work. We have done a very good job in connection with non-AGAC publishers as well as AGAC publishers.

Sometimes it takes a lot of patience and a lot of fortitude. We have discovered that eventually every publisher comes along and cooperates with us and gives us what we want. We are the world's greatest nudnicks when it comes to pursuing publishers who may be careless or delinquent.

A VOICE: Mr. Kellman, what are you going to do about this 3M deal? Are you going to get an injunction?

MR. KELLMAN: We can not do anything about it but the writers can. If the publisher does not give the writer's song then the writer is not concerned directly. If

the publisher gives it without the writer's consent then we believe he has legal rights. But he himself must do it. You see, there are certain things that AGAC cannot do. We are not a union. Under law our powers are limited. We cannot do mandatory things such as a union would do. A union has special dispensation.

I think that an organization such as AGAC or the Dramatist Guild or similar organizations should have special powers like unions do. But we haven't and I don't know whether we will ever be able to get those powers from Congress. All we can do is to recommend to our members that they can do certain things if they wish. They may or they may not do them. But we just want them to know how we feel so that they will give thought and not jump into things quickly. If they want to fight it and have the legal right they can individually do so.

One thing we want to do is to make the publishers aware that they may be jumping into something that they may later regret.

A VOICE: Is there any way of getting a list of those publishers who have already signed?

MR. KELIMAN: Well, the names of the larger ones were in the trade papers, in BILLBOARD, in VARIETY. They were in the trade papers, the larger ones.

A VOICE: Do you have a list of all of them?

MR. KELLMAN: No. Nobody has. According to the trade papers Leeds signed, Shapiro-Bernstein, Borne, Southern, Valando. I can't think of any others. I don't think that any big ones other than that signed.

A VOICE: Consolidated.

MR. KELLMAN: Consolidated.

A VOICE: Did these publishers go to the writers?

MR. KELLMAN: We know that they went to some writers. We do not know whether they went to all writers who's songs they gave. We don't know that. We know that some writers they did go to and they may have gone to all writers. We don't know.

A VOICE: In relationship to the point you mentioned about not being a union. We get things from EQUITY and (mumbled) and they say so and so unfailed.

MR. KELLMAN: The unions.

A VOICE: Right. I had an idea, I don't know if it is feasible, but with the concern, naturally, of the writer, would it be possible to let other writers as well as publishers know that such and such a publisher has been delinquent in payment to such and such a composer or author or lyricist or what have you? Just as a statement

of fact. You are not saying that they are barred to anything. But you are giving the publisher notice that someone is breathing down their neck.

MR. KELLMAN: I suppose that if a publisher is delinquent we can say that this particular publisher has not paid his royalties period. I don't think we can say don't let anyone else sign with him. We could say that he hasn't paid royalties.

Frankly, one thing that we have been able to do is to establish cooperative relationships with publishers. Our collection plan works now almost automatically. Publishers whom we had to chase now pay. In the case of almost any publisher who is delinquent, we ultimately run him down.

There are threats that we can make. Getting songs back. There is also the fact that we can after a while enlist his cooperation. We do and this is surprising. We do. He gets tired of our pestering him. But we start puting this into the papers, it doesn't look good. It does not make for good relations. I think that ultimately it might hurt us rather than help us.

Besides, do you know that you take the worse publisher when it comes to making payments. The guy who is the most unscrupulous in his dealings? Writers know them.

Do you think that writers don't go and give him songs? They keep giving him songs. The same writers.

A VOICE: On the othe hand that's true. What about (inaudible) the writers. That's why they need organization. Now, let's say, that you find that royalties haven't been paid for a year and a ha'f. You say, "No wonder my checking account is short." You look at the average and you say, "(mumbled) I'm six thousand dollars short." Once you beat them down, find out who even has the copyrights, why should they have had the use of your money for a year and a half without interest? Is there any way to impose a penalty on the publisher?

MR. KELLMAN: Actually there is a penalty. There are a couple of things a writer can do if a publisher is delinquent. He can get his song back but that doesn't give him interest. If he were to bring a law suit or an arbitration they would give him interest. Under the law you have the right to get interest. Under our new contract, which we hope will go into effect not in the too distant future, we have a provision for interest after twenty days. There is a penalty right now. You can get interest but you've got to go to court to get it.

A VOICE: Well, going to court, it's two years, it's a retainer, it's, you know, aggravation and

(inaudible) copies and at the end you wind up with an ulcer. I was thinking that if there was something built in in the contract so the (mumbled).

MR. KELLMAN: Our new contract is going to have that. At the present time there is nothing built in that compels them to give interest. The law compels them to do that.

A VOICE: We are going to have an ulcer clause.

MR. KELLMAN: Another thing. Suppose --

A VOICE: Would you answer John Ferter's question about the 3M project.

MR. KELLMAN: Not the 3M. There is a big problem when it comes to any advance on the bulks sale. I'm talking even on the bulk sale where the writers consent. Foreign deals, other deals, transcription deals, the publisher gets an advance against a lot of songs that were given to someone else to use. Nobody knows when he gets the advance what songs are going to be used, who's royalties it's going to be deducted against. Our contract simply says that when a publisher gets an advance that advance shall not be deducted in computing the writer's royalties. Which means that if a writer is owed royalties the publisher, out of his own share of royalties if necessary, has to pay him right from

the first dollar and cannot deduct the advance. However, what happens if the publisher gets a five thousand dollar advance and there are not five thousand dollars worth of royalty. In that case, writers may not get anything. It is a very terrible thing. There is nothing we've been able to do at the present time to work this thing out. Some day we may have a formula for that. But at the present time if the royalties aren't sufficient the writers may be out of luck.

Supposing that we did provide that the writers get fifty percent. We wouldn't know which writers get it because we wouldn't what uses the songs have had. If we divide up the advance on the basis of the number of songs, one song may never be used by the user, another song may get a hundred uses. The writer who has the hundred uses may say why should he get as much as I? That is all we can do about it. If the royalties come in you get it from the first dollar. The publisher cannot deduct any advance even if he has to pay it out of his own share. The bulk advance is one of the very big headaches that we have had to face.

A VOICE: Do you know what ASCAP is doing about this matter? 3M

MR. KELLMAN: ASCAP cannot do anything. They are working under a consent decree. They are not a union.

They have been sued by the government. They have to work within certain limitations. They cannot do anything about it.

If publishers wish to give rights to somebody without going to ASCAP, legally they have the right to do so. Although in some cases they have to get the writer's consent.

A VOICE: Based on the information that you have said, we have in our contract our writers do not have to allow bulk licenses. So wouldn't you assume that AGAC writers would be remiss in signing this 3M agreement because now they are agreeing to a bulk license in which there could be no allocation?

MR. KELIMAN: If they consent. Remiss means, to be remiss means that you have done something morally wrong, let us say. They haven't done anything morally wrong. They may have done something unwise but I wouldn't say that they are remiss. I think that they are unwise. But they ultimately have their own freedom of choice.

A VOICE: Going back to the question. What I'm saying is that since the AGAC contract provides for no bulk licenses, if an AGAC writer gives his permission in writing to a publisher he is actually in effect saying that you have my permission to use my song in the 3M deal. If

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he gives his consent then he becomes a part of a deal and at this point the publisher has no way of apportioning the money.

MR. KELLMAN: All right. There was someone who raised a hand back there. If that hand goes up again I will try to answer it.

A VOICE: Do I understand you to say that BMI had made and ASCAP did not --

MR. KELLMAN: Yes they did. Actually the deal that BMI made was simply that instead of paying the three cents on performing money to the publisher they'll pay it to BMI. BMI didn't make any special deal.

A VOICE: There is a very interesting fact, aspect of this thing. I hate to think of giving any song writers or publishers any amount because I have enough trouble (inaudible)

MR. KELLMAN: You mean if they collected something more they wouldn't pay you on that either.

A VOICE: (inaudible)

MR. KELLMAN: I think it is a dangerous thing too.

A VOICE: I would just like to mention to the people here (inaudible). I gave you a copy of the letter. (inaudible) received quite a lot of them. This was a very

ingratiating letter.

MR. KELLMAN: Oh he babbled all over the place how great this was going to be for you.

A VOICE: MUSAC just pays a certain amount of money and would be very happy to include your copyrights in this (inaudible) agreement. We highly suggest that you go along with this. I think that many people receiving a letter like that would think that here is an opportunity to make some more money in a different source. He's going to make money anyhow. They will fall for that sort of thing.

A while ago a friend of mine was telling me that some of the big publishers told him that one of his songs was going into this sort of thing and that they were going to go ahead anyway whether he wanted it or not.

MR. KELLMAN: Of course, the fact that they called him intimates that he is a little afraid.

A VOICE: I think that everyone should know. It should be spread around. I'm wondering if it would be possible to warn all song writers.

MR. CHAIRMAN: Yes. There is a letter going out. There has been one sent to the publisher. There will now be one sent to the membership.

A VOICE: Could it be suggested to the writers that they tell the publishers that at this time they prefer

not to go along with this sort of thing.

MRS. STERN: No. We simply tell the writer what he is up against if he does sign this. This is what he is signing.

MR. CHAIRMAN: He has to evaluate it himself. I think that we are intelligent enough to weigh one thing against another and come to the right conclusion. That's all.

A VOICE: It will come to their attention that they feel of they could make a little extra money somewhere then they will go along with the idea.

MR. CHAIRMAN: We know that Guy. We cannot tell them not to do it. Do you understand?

A VOICE: Why not at the same time send a copy of this letter through our Publicity Department to the American Federation of Musicians?

MR. CHAIRMAN: This I would have to let our attorney answer. Comment on if he wishes.

Incidentally, before Mr. Kellman gets here, I was told that the coffee under the percolator or on top of the percolator, in the percolator is perking itself out. So unless we have really important things I suggest we give ourselves five more minutes.

Anyway, Mr. Kellman, do you want to answer that

about the union?

MR. KELLMAN: Yes. The AFM, first they could not even if they wanted to give us any actual support. We are not a union. They cannot go and support someone who is not a union. Even if we were a union they would have to be careful because there are certain legal restrictions on what is called a secondary boycott. So that, all in all, I don't think that we could expect to get support from the AFM even if they wanted to give it.

A VOICE: What kind of a performance are there on those things? Who performs those tapes?

MR. KELLMAN: The tapes are put on in a place where the, take a supermarket --

MRS. STERN: No. Who performs them?

MR. KELLMAN: Oh, who performs them? Well, they are getting this done in two ways. They are recording a lot of the material in Europe. They have already recorded, I believe, hundreds of compositions. It has been said thousands. But any how, hundreds.

The second thing that they can do is like the automobile tape recorders do, they record phonograph records and they pay the record company one cent for each tape when they take off of a phonograph record. They must, of course, get the record company's consent to do this.

A VOICE: If we wanted to could we become union so that we can --

MR. KELLMAN: No we could not because we are not employees. As a matter of fact AGVA now has a law suit against it because some employers are claiming that the AGVA performer is not an employee but an independent contractor and he shouldn't and AGVA has no right to be a union. They are going to have their problems.

A VOICE: Do you have a list of the songs of those seven hundred or a thousand songs that have been recorded.

MR. KELLMAN: No, we do not know what they have recorded. It is only if you should be able to listen to a tape.

A VOICE: You mean that I could get into an elevator.

MRS. STERN: Here we go again. Another law suit. Mr. Holt they didn't even have it at the business show.

MR. KELLMAN: If they ever record, if I ever hear LEMON TREE on one of those tapes I'll tell you.

A VOICE: I would just like to be clarified for those who might not understand that we in AGAC have certain rights and privileges that we can recommend and

enforce under our minimum base agreement. But we cannot take collective action in this particular case of the 3M structure because it is an individual prirogative. The publisher has a right to block booking and because ASCAP has given that up. The publisher has to get the consent of the writer to do this.

Now, all we can do is advise the writer of the conditions that we find ourselves in that if it is allowed to continue, the writer gives consent to the publisher to give that right to the 3M Company. If we do that, ultimately we will lose money because the recordings by the other companies will have dropped in royalties and ASCAP will suffer. Until that law can be changed under our consent decree we are not able to take collective action legally. But we can advise the writer. Don't give your consent or if the publisher has given this consent and you have not given this consent to the publisher you can start a law suit against the publisher. Am I right about that?

MR. CHAIRMAN: No Jay. We cannot tell them not to give their consents. May I have Leon say a word on that subject. I think it will sort of explain the dilemna we are in.

MR. KELLMAN: The Dramatists Guild is an organization like ours. They have contracts with writers who write shows, broadway shows. A number of our members are

members of the Dramatist Guild. They also have a basic agreement with theatrical producers just like we have. A number of years ago in a case which happened to have involved a couple of our members, a theatrical producer sued the Dramatists Guild claiming that they were a trust because they had exercised mandatory powers over theatrical producers. The court held that they were a trust. The Dramatists Guild was actually put out of business for several years because they were a trust. They didn't go out of business because the theatrical producers and the authors' agents continued to work with the Dramatists Guild to maintain the system. Legally, for several years, until they drew a new contract, the Dramatist' Guild was unable, a trust. They were just out of business.

MR. MATSON: Leon, is it within our legal perrogative to simply send a letter out like in discussion and saying, "AGAC is against it."

MR. KELLMAN: We are not saying we are against it. Actually we cannot say that we are against it because in a sense we are not against it. In a general way we do not approve of it for several reasons. We can not say do't sign. We have to say to the writer,"you may disagree with us."

Incidentally, there are writers who may disagree with us. They may say look, for the three years I'm going to

get more money than I would get through the MUSAC thing. I'll make more money in the three years. He might say that after the three years then he'll worry. Some writers are going to make more money.

We think that in principle it is bad and it will hurt performing rights. But he can make his own choice.

We simply tell them to think about it. Here are the facts. Think about them.

A VOICE: Then this letter will at least spell out all of the facts.

MR. CHAIRMAN: We are going to tell them the facts that are known and which they have not yet known. As a matter of fact --

A VOICE: In effect we are advising them of the dangers

MR. CHAIRMAN: Of the facts. Eddie, if writers would very carefully read BILLBOARD and VARIETY they would get the same facts that we are telling these people. Except BILLBOARD and VARIETY do not mention out contract and what the effect would be. But the facts are right there for everybody to see.

A VOICE: Is there anything that ASCAP can do about it?

MR. CHAIRMAN: No. ASCAP like ourselves is not an union. It is an association.

A VOICE: What I am asking is that con't ASCAP send a letter to its membership appraising them of the same sort of thing.

MR. CHAIRMAN: They don't want to, they believe that they cannot do this. For legal reasons.

Wait one minute. We have a young lady who has something to say.

MISS CARRS: My name is Francine Carrs. I am a BMI writer and a new member to AGAC. I am wondering why you allow the power of word of mouth to educate and spread word about yourselves because it is very difficult for a single writer to get around. From the members I see here there is a tremendous amount of young writers that are not present tonight. I know that the young writers of BMI, through the Musical Theater Workshop, are very eager and very hungry for information and education. I wonder why you don't work through the BMI magazines to introduce yourselves. I know that Mr. Souer is a man who is a very cordial man. He is interested in educating (mumbled) That is part of my statement.

MR. CHAIRMAN: Thank you very much. I want you to know that you are cordially invited to the next

membership meeting. We hope you will be part of a committee that wil be formed for that purpose. Thank you.

A VOICE: Let me just point out one thing which I think the membership should know. Many publishers who are signatures to this basic agreement do not often times you an AGAC contract. They try to force their own upon you. It is up to you, it is incumbent upon the writers to ask for an AGAC contract. Is that right.

MR. CHAIRMAN: That's right. Is is coffee time. Thank you very much.

E 808

CBS v. ASCAP

Plaintiffs' Exhibit No. 908

Affidavit of Michael Dann, sworn to July 7, 1970 in CBS v. ASCAP.

E 809

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

COLUMBIA BROADCASTING SYSTEM, INC., Plaintiff, -against- AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, et al., and BROADCAST MUSIC INC., et al., Defendants.	(M.E.L.) 69 Civ. 5740 AFFIDAVIT

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

MICHAEL DANN, being duly sworn, deposes and says:

1. I am the Senior Vice President of Programming for the CBS Television Network ("CTN"). I have recently accepted the position as Vice President of Children's Workshop, Inc., and will be leaving the employment of CBS on July 15, 1970, to assume the responsibilities of that job.

2. From 1953 to 1955, I was employed by National Broadcasting Company, Inc. ("NBC"), as Director of Programming. In 1955 I was appointed Vice President in charge of specials for NBC and served in that capacity until 1958. I was employed by Columbia Broadcasting System, Inc. ("CBS"), on March 31, 1958, as Vice President, Network Programs, New York. I was appointed Vice President, Programs, in 1963 and to my present position in 1966. As CTN's Senior Vice President for Programming I have had primary responsibility for selecting the programs to be broadcast on CTN and for

scheduling those broadcasts.

3. Initially, I wish to concur with the statements made in the affidavit of CTN's Vice President of Business Affairs and Planning, Mr. Donald Sipes, that, for the reasons therein stated, a substantial portion of the BMI music used by CTN would be unavailable to CTN without a license from BMI (what Mr. Sipes refers to as the "inaccessible" music). Mr. Sipes estimates that approximately half the total amount of BMI music used by CTN would fall into that category.

4. CTN's use of such music is indispensable to the quality, public acceptance and thus competitive survival of CTN's programs, as is any other important program element, such as the talents of writers, the popularity of performers and the creativity and ability of directors and producers. The mere fact that such a large quantity of music would be unavailable to CTN suggests an impact on programming of major dimensions. When one also considers that that large quantity necessarily includes many of the most popular musical compositions in the United States, it becomes perfectly clear that their absence from CTN programs would drastically affect the network's audience ratings and in turn its revenues from advertisers. That conclusion is reinforced by a closer examination of what would necessarily follow from not using "inaccessible" BMI music, documented by the affidavits submitted herewith by the producers of "The Ed Sullivan Show" (Robert H. Precht), "The Merv Griffin Show" (Robert H. Shanks) and "The Glen Campbell Show" (Robert F. Shea, Jr.) and Howard Rayfiel, the Vice President of Lucille Ball Productions, Inc., which produces "Here's Lucy".

5. First, as Mr. Precht points out, many performers--especially the stars--would simply refuse to perform on the network in view of the artificial restraints placed on their artistic creativity (Precht aff. para. 11).

(a) Longer notice would be impossible to obtain. Even today stars like Tom Jones and Johnny Cash, with immense bargaining power, have insisted on extremely short production schedules and equally short notice of the songs they will perform (Shea aff. para. 6). And in no event would the stars brook dictation by CTN businessmen of the musical compositions they may use. In fact, the performing artist today enjoys almost total flexibility, not only in the selection of the songs he will sing but also in such matters as mode of dress, staging and, to an increasing extent, the length of his performance.

(b) Of course, it is the top star who attracts the really large audience. Thus, when the Fifth Dimension, perhaps the hottest singing group in the business today, recently appeared on CTN in a "special" one-hour production devoted mainly to currently popular music, the show scored a very high Nielsen rating of 19% with a 40% share of the audience. CTN needs the top stars; they do not need CTN. There are two other networks that are ready, willing and able to book them.

(c) Certainly, it is not what CTN pays the stars that induces them to appear on television. In fact, their earnings from television are relatively insignificant when compared with their earnings from such

sources as records and personal appearances (Shea aff. para. 4). For example, "The Merv Griffin Show" pays "scale" (i.e., $265 a performance). Even shows which do not pay scale, such as "The Ed Sullivan Show", are in no position to restrict the star's power to make last-minute changes in musical selections (Precht aff. para. 11). In short, if CTN insisted on longer notice and preclearance of all songs without permitting last-minute changes there would be a mass exodus of top performers from CTN to the other television networks.

6. Second, producers of major shows would take their business elsewhere rather than tolerate a policy of preclearance that, as the following examples demonstrate, would destroy the character of their programs.

(a) One of the special characteristics of "The Ed Sullivan Show" is topical entertainment. Achieving that objective requires flexibility in making last-minute bookings of such topical guests as Michael Brody, the young philanthropist who 20 minutes into a live telecast appeared and announced the song he intended to sing, and the male chorus of the New York Mets who were assembled literally within hours after winning the World Series (Precht aff. para. 4).

(b) A special characteristic of "The Glen Campbell Show" is balanced entertainment. The producer strives to maintain a balance between "up" songs (fast, lively, happy songs) and "down" songs (Shea aff. para. 2). The show, while highlighting "country and western" music, also mixes in Broadway show tunes, religious songs and currently popular "hits" and new music (ibid.).

If certain songs had to be canceled at the last minute because CTN could not clear them, the balance would be upset and the whole tempo of the show would suffer.

(c) The special trademark of "The Merv Griffin Show" is spontaneity. That show consists in the main of unrehearsed conversation between Mr. Griffin and his guests which conversation frequently leads to ad-libbed songs. Thus, during actual taping--hours before telecast--a Sammy Davis, Jr., may be inspired to sing a song without fanfare, without rehearsal and without notice to CTN (Shanks aff. para. 7). An important element of the program's spontaneous character is an audience participation game, a regular feature, in which songs are "ad-libbed" (ibid.).

7. In short, depriving CTN variety programs of BMI music or requiring producers themselves to give greater advance notice of the uses of such music would so limit their flexibility of program planning as to critically impair the quality of those shows and ultimately to force them from the air. Similar considerations, I believe, apply not only to the other categories of CTN shows but also the formulation of the CTN schedule itself.

8. CTN's overall philosophy of programming can be summarized as a firm commitment to programs of high quality and broad audience appeal. Such programs must be scheduled in such a fashion as to hold the viewers' interest each period of the day by attracting those who are likely to compose the audience for each such period and retaining their attention by the variety of programming content then broadcast. The

balance is often delicate and may be impaired by slight detractions of quality from any program segment.

9. The drastic shift in the character of that schedule required by a sharp curtailment in BMI's music would cause an imbalance as more nonmusic programs were substituted for shows using music. Moreover, if we were compelled to broadcast inferior variety programs (or eliminate them entirely), to withdraw feature films for which music proved unobtainable, to eliminate one of the series of a filmed program or otherwise alter programming content because of our limited access to BMI music, CTN programs, lacking freshness and verve, would lose their appeal, their ratings and their revenues.

10. For the foregoing reasons, I have concluded that the elimination of the "inaccessible" BMI music would destroy the competitive effectiveness of a large number of CTN's programs thereby threatening the network's continuing existence.

Michael Dann

Sworn to before me this
7th day of July 1970.

Olivia Treglio
Notary Public

OLIVIA TREGLIO
Notary Public, State of New York
No. 31-4015670
Qualified in New York County
Commission Expires March 30, 1971

E 815

CBS v. ASCAP

Plaintiffs' Exhibit No. 962

H. Finkelstein affidavit 12/21/61, in U.S. v. ASCAP (Shenandoah).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

E 816

United States of America,

Plaintiff

v.

American Society of Composers Authors and Publishers

Defendant

IN THE MATTER of the Application of

SHENANDOAH VALLEY BROADCASTING, INC., et al.

Petitioners.

For the Determination of Reasonable License Fees.

Civil Action No. 13-95

AFFIDAVIT

HERMAN FINKELSTEIN, being duly sworn, deposes and says:

1. I am General Attorney of the American Society of Composers, Authors and Publishers and make this affidavit in opposition to the proposed order described in the Court's Order to Show Cause served on December 19, 1961 and in support of Respondent Society's proposed Interim Fee Order.

2. This affidavit will set forth facts showing (a) the Society's practice since 1945 of soliciting television performing rights from its members on a conditional basis and for limited periods of time; (b) the recent negotiations between the Society and the Petitioners; and (c) that the receipt of further authorizations from members to license television rights and the deposit of all such authorizations with the Society on an unconditional basis have rendered moot the relief sought by Petitioners' Order to Show Cause.

[illegible]

3. At the hearing this morning counsel for petitioners stated that the Society had solicited television rights from its members on a conditional basis in order to be in a position to frustrate their rights under Section IX of the Amended Final Judgment.

The facts are to the contrary. The practice of which Petitioners complain originated in 1945, five years before the entry of the Amended Final Judgment. The reasons for the practice are summarized below.

4. In 1941, as part of a settlement of a dispute between the Society and the broadcasting industry, the Society granted a gratuitous license for television, to the extent, if any, that it then had television rights from its members. The extent to which it had such rights was not clear at that time.

5. In 1945, when the television industry was about to embark on a new phase in its development, the Society's Board of Directors adopted a resolution directing the Society's management to send a separate form of agreement to members granting television rights to the Society. That resolution provided that the Society's management was to

> "hold in escrow all such agreements signed by members of the Society until the writer members who have signed and delivered such agreements and the publisher members who have signed and delivered such agreements represented eighty percent (80%) of the total amount of the Society's distribution of domestic royalties for the calendar year 1944 to writer members and publisher members, respectively, at which time such agreements shall become in full force and effect as to all members who shall have signed and delivered the same."

A copy of a letter dated December 12, 1945 from the Society to the members, referring to the fact that the agreement

would not become effective until 50% of the members signed it, is annexed hereto as Exhibit "A".

The agreements were sent to the members in anticipation of negotiations with the television broadcasters for license agreements to replace the existing gratuitous licenses. These negotiations did not materialize and the gratuitous license continued in effect until December 31, 1948.

The reasons for obtaining these separate authorizations from members relating to television rights, and for limiting the grants of such rights to a term much shorter than that applicable to other rights, were and are rooted in the distinctions between the nondramatic performing right and the dramatic rights under the copyright law , and in the economics of the entertainment industry. The type of use that may be made of the members' works on television under the nondramatic performing right is very closely akin to the dramatic rights which the members reserve for individual licensing. For this reason, the extent to which the collective licensing of the nondramatic performing rights by ASCAP may impinge upon and restrict the dramatic rights reserved by the members for individual licensing is one that the members feel they should be able to supervise more closely and review more frequently than the exercise of other rights entrusted to the Society.

6. On December 1, 1948, the Society notified all of its television licensees that, in view of the fact that the television industry had passed from the experimental to the commercial stage of its development, the gratuitous licenses would be terminated effective December 31, 1948. Recognizing that it might take some time to work out a license agreement, the Society proposed that if no agreement were reached by January 1, 1949, it would continue to authorize performances of its works for a 60 day period with the understanding that any agreement reached within

60 days after January 1, 1949 would be retroactive to that date. If no agreement was reached within the 60 day period the Society agreed to waive its right to collect for performances on television during that period, which would be regarded as having been authorized under a gratuitous license.

At this time, there were wide differences of opinion among the membership as to the scope and duration of the rights that should be granted to the Society. Accordingly, the Board determined to solicit rights for a period of only two years, and also to exercise the rights only if a sufficient number of members granted rights to make licensing through ASCAP feasible. For this purpose the Board advised members that individual grants of rights would only be effective if members representing at least 60% of the Society's revenues were willing to give such authorizations.

In anticipation of the forthcoming negotiations with the television industry, the Society, on October 8, 1948, sent to all members a form of television agreement for the period ending December 31, 1950. That agreement was sent pursuant to a resolution of the Society's Board of Directors that

> " ... [T]he president hold in escrow all such agreements signed by members of the Society until the writer-members who have signed and delivered such agreements and the publisher-members who have signed and delivered such agreements represent eighty per-cent (80%) of the total amount of the Society's distribution of domestic royalties during the calendar year 1947 to writer-members and publisher-members respectively, at which time such agreements shall become in full force and effect as to all members who shall have signed and delivered the same."

A copy of the letter forwarding the agreement to the members, which sets forth the above resolution, is annexed hereto as Exhibit "H".

This agreement provided for an assignment of performing rights limited to instrumentalists or to a group of vocalists not exceeding five and, in general, to performances without costume or scenery.

7. During 1949, the Society negotiated with the television broadcasters and the 60 day period referred to above was extended from time to time. During these negotiations, the broadcasters advised the Society that the grant of rights which it had obtained from its members was too narrow. They were not interested in obtaining a license on the basis proposed by the Society.

8. In October 1949, the Society and representatives of the television networks agreed upon a form of license agreement for television networks. The grant of rights provided for in that agreement was considerably broader than the grant which the Society then had from its members. It was, therefore, necessary for the Society to obtain a new grant from its members.

The television networks and the Society entered into an escrow agreement dated October 17, 1949 which provided for payment of 25% of the license fees in escrow and that the license would not become effective until the Society received television agreements from 85% of its publisher members (including all members of the Board of Directors) and 80% of the writer members, and an aggregate of 85% of all members. The Society was also required to deliver a letter granting an assignment of kinescope recording rights from the publisher members who had granted the television performing rights to the Society.

The escrow agreement provided that the monies deposited in escrow be paid to the Society when the license agreements became effective, but that if the Society did not have the required assignments from its members by December 31, 1949, either the Society or the television network had the right to terminate the

escrow agreement on thirty days' notice to the other party, in which event the monies deposited in escrow were to be returned to the television network together with copies of the license agreements marked "Null and Void". A copy of the form of Network Effective Date Letter dated October 17, 1949 setting forth the escrow agreement is annexed hereto as Exhibit "".

9. The practice of depositing television assignments with the Society in escrow, which was instituted in 1949 and repeated in 1948, was continued for each successive assignment of television performing rights. Thus, on May 1, 1953, forms of extension agreement were sent to the Society's members covering the period expiring December 31, 1957. These agreements were submitted to the Society's members pursuant to a resolution of the Society's Board of Directors providing that the agreements would be held in escrow until they had been executed by 60% of the members (in terms of royalties).

A copy of the letter forwarding the agreement to the members, which sets forth the resolution, is annexed hereto as Exhibit "".

10. On November 1, 1956, the Society's members were asked to extend the prior television agreements with the Society for the period expiring December 31, 1961. The forms of extension agreement were sent to the members pursuant to a resolution of the Society's Board of Directors providing for the same escrow arrangement.

A copy of the letter forwarding the agreement to the members, which sets forth the resolution, is annexed hereto as Exhibit "".

11. The Society's letter of August 4, 1961, which the Petitioners claim is designed to frustrate their rights under

Section 9 of the Amended Final Judgment, is thus in all respects the same as the prior letters forwarding television agreements to the members (e.g., Exhibits "D" and "E"). A copy of that letter is annexed hereto as Exhibit "F".

The Society's Recent Negotiations with Petitioners

12. As indicated above, the Society sent to its members on August 4, 1961 an extension of the existing television agreements. The usual practice was followed, namely, that the members were advised that their agreements would be held in escrow until 80% of the writer and publisher members, on a revenue basis, had deposited their agreements. At that time, the Society had no knowledge of the fact that Petitioners intended to demand a license on a completely new basis.

It was not until October 16, 1961 that Petitioners wrote a letter to the Society presenting their demands. This letter requested a "blanket" license limited only to the relatively small number of programs which each station originates locally, and excluding programs originally filmed or taped by third party producers. As to such filmed or taped programs produced after February 28, 1962, the letter proposed that ASCAP itself assert no right to license, and that ASCAP's members should individually license the performance of their works in such programs directly to the producers concerned.

13. In subsequent meetings the ASCAP representatives stated that this proposal would cause serious economic injury to ASCAP's members and was not an acceptable basis for negotiations. They explained that it would not be in the best interests of ASCAP's individual members to grant television rights to ASCAP under circumstances where ASCAP might be required to license all of their works for a few local television programs, while they themselves would be required to license some of the same works directly to film and tape producers of the great majority of

local television programs. They pointed out that if members are to be required to license their works individually for some television purposes, it would be in their interest to do so for all television purposes, rather than to divide the licensing responsibility between themselves and ASCAP.

Furthermore, the ASCAP representatives pointed out that in licensing their works individually to producers of filmed and taped shows, ASCAP's members would be at a hopeless disadvantage in competing against Broadcast Music, Inc., collectively owned and controlled by the broadcasters; that BMI has amassed rights to a large quantity of music suitable for such purposes by offering large financial inducements to selected writers and publishers; that BMI would remain free to license collectively the works it has amassed, and, that BMI, instead of collecting fees from producers for using its works, as ASCAP members would have to do, would be able to continue its present policy of offering substantial long term guaranteed payments to producers who agree to use BMI music exclusively or in specified percentages in their shows.

Receipt of Further Authorizations makes the Relief requested in the Order to Show Cause unnecessary

14. Throughout the four-year duration of the present license, Petitioners well knew that ASCAP's grants of television rights from its members would expire on December 31, 1961. I am informed and believe that Petitioners' Committee has been in existence for over a year. Yet Petitioners chose not to make their request for the radically different partial license for only a small portion of their local programs until October 18, 1961, only ten weeks before the end of the present license term.

15. As a result of Petitioners' unexpected demand for a license covering only a small portion of their local programs, a number of ASCAP members delayed the execution of their authorizations of television rights for the 1962-1966 period, because of their unwillingness to permit ASCAP to agree to license their catalogues on this basis. However, now that Petitioners have placed the issue of their right to obtain such a license under the Amended Final Judgment before this Court for adjudication, the Board of Directors of ASCAP has made a further request to all members that they deliver their 1962-1966 authorizations to ASCAP so that ASCAP will be able to have this issue definitively resolved by the Court in such a way as to bind all parties. Authorizations from members representing more than 80% of the Society's publisher and writer revenues have now been received, including the authorizations of all members of the Board of Directors.

s/ Herman Finkelstein

Sworn to before me this
21st day of December, 1961.

HENRY HORSCHLOSER

HENRY H[illegible]
Notary Public, S[illegible] New York
No. 0[illegible]
Qualified in [illegible] County
Certificate filed in New York County
Commission Expires [illegible] 30, 1962

E 825

CBS v. ASCAP

Plaintiffs' Exhibit No. 986

Letter dated November 12, 1971, from Alan J. Hruska to Jay H. Topkis.

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

INTERNATIONAL TELEX: 620-976
TELETYPE: 710 581-0338
TELEX 1-62547

EUROPEAN OFFICE
4, PLACE DE LA CONCORDE
PARIS 8e
TELEPHONE 265-81-17
TELEX 29 330

CABLE ADDRESSES
CRAVATH, N.Y.
CRAVATH, PARIS

CARL W. PAINTER
COUNSEL

E 826

MAURICE T. MOORE
BRUCE BROMLEY
ROSWELL L. GILPATRIC
CARLISLE E. MAW
EDWARD G. PINNEY
THOMAS G. MEHLEMAN
ALBERT R. CONNELLY
L. W. BRESLIN, JR.
GEORGE R. TURNER
FRANK H. DETWEILER
GEORGE O. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. DE KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER

SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT, JR.
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS O. PARK
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT B. RIFAINO

November 12, 1971

CBS v. ASCAP, et al.

Dear Jay:

I read, with considerable interest, the statement at page 6 of your November 10 memorandum that

> ". . . if CBS were to formulate an objective statement of the facts it seeks to prove at a trial, we respectfully submit that the parties could probably stipulate to most or all of the relevant facts. That would certainly be a more desirable procedure than the unlimited discovery CBS now seeks."

We heartily agree with the essence of those remarks, though not, of course, with their pejorative implications. It is also apparent that there are significant differences between, on the one hand, plaintiff's statement of several of the facts that it intends to prove (as set forth in our supplemental memorandum) and, on the other hand, the reworded propositions with which your November 10 brief indicates you are prepared to agree.

However, now that ASCAP has finally endorsed (albeit guardedly) the objective of stipulating facts--an objective in which we have tried to interest your client from the outset of this case--the purpose of this letter is to make the following concrete proposal: (1) that we send to you a proposed set of stipulated facts (which we will endeavor to formulate as objectively as possible); (2) that you thereafter indicate in writing those statements of fact to which you are willing to stipulate and any changes in the wording of any other of the statements which will make them acceptable to you; (3) that you let us know within the next several days of your willingness to exchange drafts in this fashion, in which case (a) we will send you our draft within five business days from your notification, and (b) we would want you to send us your draft within five business days after the receipt of ours.

At this point, we can put the stipulation together,

covering the propositions to which we have agreed, and, if we are sufficiently close to agreeing on the wording of others, attempt to resolve our remaining differences at a meeting. I should note that our draft of proposed stipulated facts will not be exhaustive, since, in advance of conducting discovery in certain areas, our understanding of a number of discrete facts peculiarly within ASCAP's knowledge is not sufficient to permit us to state those facts in adequate objective detail. Nevertheless, agreements regarding the basic factual propositions would certainly obviate substantial work; and, with a limited amount of additional discovery, we may be able to stipulate the remaining facts as well.

I should also note that we would expect that your response to our proposed stipulation not be limited to only those items which you consider relevant under your version of the legal principles governing the action. We obviously differ on the latter, but I do not see that you will be prejudiced by stipulating to facts which, if your legal analysis of the case proved correct, would ultimately be ruled superfluous. On the other hand, by stipulating to such facts, if you believe them to be accurate, we will both save considerable time in discovery and discovery motions.

In effect, what we are proposing is similar to a request for admissions under Rule 36, conducted on a less formal basis and a more compact schedule. We also recognize that by engaging in this process we will probably give you all or part of the principal relief that you seek in your Rule 26 application, in that by the time we have completed the process, the summary judgment motion may well have been decided. Although we are not willing to accede to that result because of the pendency of a motion that we regard as unmeritorious, the sincere and expeditious effort to stipulate facts, which may save everyone considerable time in the long run, falls into an entirely different category.

It is, of course, to attain that expedition that we propose that drafts be exchanged on one-week intervals. Moreover, if the attempt to stipulate facts is not ultimately successful, we will at least have achieved a written record of the areas and margins of dispute, so that the parties and the Court will have a clear idea of the remaining factual controversies in the case.

Obviously, it makes little sense for either side to continue to proclaim to the other that "everybody already knows" such-and-such to be true (particularly when each side's

statement of the item in question is significantly different), that "it is difficult to comprehend" why either needs discovery in any given area (particularly when the reasons for such discovery have clearly been stated), or that either wants to engage in a "fishing expedition" for facts which are "undisputed". Let's find out, once and for all, what is in dispute--and let's do it in writing, so that we may at least save ourselves the future effort of continuing to dispute the proposition as to whether or not there are disputes.

Since this proposal, if accepted, would moot the Rule 26 motion until the stipulating process has run its course, I am sending a copy of this letter to Judge Lasker.

Very truly yours,

Jay H. Topkis, Esq.,
Messrs. Paul, Weiss, Rifkind,
Wharton & Garrison,
345 Park Avenue,
New York, N. Y. 10022

BY HAND

Copies to Hon. Morris E. Lasker
Attorneys for all parties

E 829

CBS v. ASCAP

Plaintiffs' Exhibit No. 987

Letter dated November 18, 1971, from Jay H. Topkis to Alan J. Hruska.

E 830-

PAUL, WEISS, RIFKIND, WHARTON & GARRISON
345 PARK AVENUE
NEW YORK, N.Y. 10022
TELEPHONE (212) 953-8000
CABLE LONGSIGHT N Y
TELEX 12-7831

RANDOLPH E. PAUL 1946-1956
LOUIS S. WEISS 1927-1950

JOHN F. WHARTON
ROBERT E SAMUELS
COUNSEL

WASHINGTON OFFICE
1775 K STREET, N W
WASHINGTON, D C. 20006
TELEPHONE 202 293-6370
CABLE LONGSIGHT, WASHINGTON

WRITER'S DIRECT DIAL NUMBER

SIMON H. RIFKIND
LLOYD K. GARRISON
HOWARD A. STEITZ
ADRIAN W. DEWIND
RAMSEY CLARK
MORRIS A. ABRAM
MORDECAI MACHLIN
PAUL J. NEWLON
JOSEPH S. ISSERMAN
JAMES B. LEWIS
THEODORE C. SORENSEN
MARTIN RICHARD
RICHARD M. PAUL
NORMAN REDLICH
JOHN E. MASSENGALE
JAY H. TOPKIS
EDWARD N. COSTIKYAN
ROBERT H. MONTGOMERY, JR.
JOHN C. TAYLOR JR.
BERNARD H. GOLDSTONE
ERNEST RUBENSTEIN
ALLAN B. ECKER
STUART ROBINOWITZ
JAMES L. PURCELL
ARTHUR KALISH
DAVID T. WASHBURN
BERNARD FINKELSTEIN
ARTHUR L. LIMAN
RICHARD R. DAVIDSON
SEYMOUR HERTZ
WALTER F. LEINHARDT
GERALD D. STERN
ANTHONY B. KUKLIN
MARTIN LONDON
DAVID C. BRODHEAD
PETER R. HAJE
LEONARD V. QUIGLEY
ALLAN BLUMSTEIN
NEALE M. ALBERT
JAY GREENFIELD
KEVIN J. O'BRIEN
ALFRED D. YOUNGWOOD
DONALD F. MOORE

November 18, 1971

Alan J. Hruska, Esq.
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

CBS v. ASCAP, et al.

Dear Alan:

I have your letter of November 12, 1971

We are prepared to engage in the stipulating process you suggest, but we think the time limits you suggest are unduly short. If you will prepare what you deem to be an appropriate proposed stipulation and submit it to us, we will give you our response as expeditiously as possible.

Our willingness to engage in the stipulating process should not be deemed as a concession that there are any issues of fact in this case which require a trial or that any discovery should take place while our summary judgment motion is pending.

Sincerely,

Jay H. Topkis

Jay H. Topkis

Copies to:

Hon. Morris E. Lasker
Attorneys for All Parties

CBS v. ASCAP

E 831

Plaintiffs' Exhibit No. 992

Letter from Allan Blumstein to Alan Hruska dated February 12, 1974.

E 832 PX 992

PAUL, WEISS, RIFKIND, WHARTON & GARRISON
345 PARK AVENUE NEW YORK, N.Y. 10022

TELEPHONE (212) 935-8000
TELECOPIER (212) 935-8302

CABLE LONGSIGHT, N.Y.
TELEX 12-7831

RANDOLPH E. PAUL (1946-1956)
LOUIS S. WEISS (1927-1950)

JOHN F. WHARTON
ROBERT E. SAMUELS
COUNSEL

WASHINGTON OFFICE
1775 K STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE (202) 293-6370
CABLE LONGSIGHT WASHINGTON

WRITER'S DIRECT DIAL NUMBER

SIMON H. RIFKIND
LLOYD K. GARRISON
HOWARD A. SEITZ
ADRIAN W. DeWIND
MORRIS B. ABRAM
MORDECAI ROCHLIN
PAUL J. NEWLON
JOSEPH S. ISEMAN
JAMES B. LEWIS
THEODORE C. SORENSEN
MARTIN KLEINBARD
RICHARD H. PAUL
NORMAN ZELENKO
JOHN E. MASSENGALE
JAY H. TOPRIS
EDWARD N. COSTIKYAN
ROBERT H. MONTGOMERY, JR.
JOHN C. TAYLOR, 3rd
BERNARD H. GREENE
ERNEST RUBENSTEIN
ALLAN B. ECKER
STUART ROBINOWITZ
JAMES L. PURCELL
ARTHUR RALISH
DAVID T. WASHBURN
BERNARD FINKELSTEIN
ARTHUR L. LIMAN
RICHARD R. DAVIDSON
SEYMOUR HERTZ
WALTER F. LEINHARDT
GERALD D. STERN
ANTHONY B. KUKLIN
MARTIN LONDON
DAVID C. BRODHEAD
PETER R. HAJE
LEONARD V. QUIGLEY
ALLAN BLUMSTEIN
NEALE M. ALBERT
JAY GREENFIELD
KEVIN J. O'BRIEN
ALFRED D. YOUNGWOOD
DONALD F. MOORE
JOSEPH E. BROWDY
SIDNEY S. ROSDEITCHER
ROBERT L. LAUFER
ALLEN L. THOMAS

February 12, 1974

Alan J. Hruska, Esq.
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y.

CBS v. ASCAP, et al.

Dear Alan:

At pages 3766-68, you questioned Herman Finkelstein concerning a statement allegedly made by Arthur Schwartz at "ASCAP's West Coast meeting in March of 1973" (3766). At page 3788, Jay agreed to check the transcript of the meeting.

We now advise you that at the ASCAP West Coast Membership Meeting held on February 28, 1973, Stanley Adams made the following statement:

> "In the field of litigation with commercial users, I have mentioned at previous meetings the CBS suit to compel ASCAP to issue licenses to the three networks on a per-use basis, with the networks having an opportunity to seek a lower price from the individual members. With the power that CBS and the other television networks have, you know how much chance the average member would have of getting on the networks if CBS's plan were in effect and the member did not accept whatever price the networks chose to offer. I must say that the other television networks have not joined CBS and have accepted blanket licenses. We do not expect CBS to succeed in their efforts and we have urged a speedy trial so the issue can be resolved without delay. The trial is now scheduled for May 1st."

Sincerely yours,

Allan Blumstein

BY HAND

cc: Amalya Kearse

E 833

CBS v. ASCAP

3MPX No. 2

Memorandum dated 7/6/64, "ASCAP Performance Fee Proposal); 3M-700 Outright Sale Unit."

Plf's ex 2 ~
gw 7/21/72

E 834

July 6, 1964

ASCAP PERFORMANCE FEE PROPOSAL

3M-700 OUTRIGHT SALE UNIT

This proposal is based upon recognition of certain legal rights ASCAP has in receiving payments for the continuing use of its music for commercial purposes and drawn up in such a way as to give the ultimate in protecting such rights.

Also, as will be outlined, it is a proposal which is unique in the history of such performance fee payments in that the first three years are paid in advance and by the parent 3M company on behalf of its national sales through its dealers.

Because of the nature and sales plan of this new 3M unit, it is believed that, for the most part, it will result in tapping a very big new market for the commercial use of music rather than replacing, to any degree, existing locations being served by the leased music operations.

Within five years this new market may well exceed in numbers all of the subscribers of leased music operations combined.

And, most important, all of this can be done without any sales cost to ASCAP but simply by 3M's enormous sales power and prestige.

Key in this proposal in the plan to distribute the unit exclusively through the 3M Thermo-Fax dealers. There are about 200 such dealers, covering every county in the country with sales and service. Of these about 70 in the larger markets, representing over 50% of the population are owned by 3M.

Thus it will be possible for 3M to exercise very tight control over its outlets and thus assure ASCAP of complete protection of its interests.

This proposal is also unique in that it concerns only the right, from a performance fee standpoint, of selling a certain class of commercial location --- doctors and dentists' offices and factories and business offices --- no type public location.

This type of sales effort falls into a natural pattern for 3M in that probably 85% of the sales calls made by its Thermo-Fax dealers are on the foregoing type locations. The 200 Thermo-Fax dealers have approximately 2,000 men on the street contacting such prospects and serving established customers.

Basically this plan calls for a three year payment in advance by 3M to ASCAP and then ASCAP receiving payments <u>in advance</u> for successive three-year periods on a direct license basis. In short, 3M sets up an ever-increasing

E 835

direct license business on ASCAP's behalf. In doing so, 3M also protects the interests of the ultimate purchaser of the equipment and music tape.

Standard in 3M's operation with its dealers on the sale of Thermo-Fax equipment is the provision that 100% Warranty Cards on equipment be returned forthwith to St. Paul. This same provision will be inherent in the sale of the 3M-700 and is most important in devising this plan to protect ASCAP's interests.

In addition to the equipment warranty, each card will also have information on it in the following tentative language:

"IMPORTANT: THE THERMO-FAX DEALER MAY NOT CONSUMMATE THE SALE OF THE 3M-700 BACKGROUND MUSIC UNIT UNTIL THE FOLLOWING HAS BEEN READ AND SIGNED BY THE PURCHASER.

In the event the unit and its music tape is to be used on any type of commercial location the purchaser should know he will have certain legal obligations to the music societies for continuing use of the music.

"Commercial location" is construed to mean the use of the music on any location except in the home.

3M has paid, on behalf of the purchaser, such necessary "performance fees" three years in advance (included in the purchase price) but only on the following type commercial locations:

1. Doctors' and dentists' offices.

2. "Industrial Premises" -- defined as factories and business offices not frequented by the general public.

Beginning three years from date shown below, you will be licensed direct by the societies for successive three-year periods at the rate of $_____ per such period and payable in advance.

In the event your place of business does not come under either of the two outlined types, your Thermo-Fax dealer will advise you how to contact the societies direct to ascertain the nature of immediate direct licenses. This should be done before purchasing the 3M-700 unit.

I have read and understand the foregoing.

(Signed) _____

(Address) _____

(City) _____

Type of Business: _____

Date of Purchase: _____

As such warranty cards come in to 3M in St. Paul, ASCAP will receive from

3M reports on 100% of the purchasers of the unit, along with the address and type of business and date of purchase. ASCAP will thus be able to set up its records for future direct payments and check out purchasers of all units.

If the type of premise is anything except those described above or the home, ASCAP will know just where to go to get its direct license at its standard rates and 3M will have discharged any moral obligation to the ultimate purchaser.

Obviously, the Thermo-Fax dealer will direct his sales effort to the types of locations where 3M has already paid the fee in advance for three years. This will be doubly true since this is where his main sales effort is directed anyhow on Thermo-Fax equipment.

If it is possible from a legal standpoint, we could prohibit his selling to any other type location but this would act to the detriment of ASCAP since there could be a lot of new locations created on the higher, initial direct license basis for locations not covered by the 3M contract.

In considering the type of proposal so far as 3M rates are concerned, we have tried to look at it from ASCAP's viewpoint as well as the economics and sales possibilities of the 3M-700.

The two types of premises described herewith are not, as is known, subject to any minimum monthly fee on standard ASCAP licenses to central studio operations and Seeburg.

Based upon the ever-lowering rate structures in leased background music operations in the country and lack of minimums in these categories, it would be our estimate that, on the average, such locations will bring to ASCAP, indirectly, less than $1.00 per month. This would be particularly true of doctors' and dentists' offices which would probably average far less than this.

3M would propose to make its three-year in advance payments on 100% of the units sold to the dealers. Obviously, then, some payments will be made on units going into the home and some on units which will not fall into the particular premises described, both of which will be plus values for ASCAP. Practically, there will be no way in which 3M could know just what will happen to a given unit so we must pay on all of them initially.

Because of this, because of the advantage of the three year advance payment and everything coming from a single source, 3M, we feel we would not inhibit the program from a sales standpoint if a rate of .75 per month per location (only for doctors, dentists, offices and factories) were agreed upon.

This would mean, in terms of three years in advance, the sum of $27 per unit.

In the first year we feel our sales would not be geared to what we could actually sell but, rather, how long it would take us to build production of reliable units to what we consider to be a conservative figure for sales --- 1000 units per month.

Once we have reached this point, we would then be paying ASCAP the sum of

$27,000 per month or $324,000 annually. In addition, ASCAP would start picking up the direct fees the fourth year for units sold the first year. Also, ASCAP would be initiating many new direct licenses for premises other than those covered by BM as a result of knowing exactly where to go to do so.

CBS v. ASCAP

E 838

3MPX No. 4

Letter dated 8/18/64 from J.M. Collins to Allen Arrow.

MURRAY HILL 8 8801 CABLE ADDRESS: ASCAP NEW YORK

11/21/72

RECEIVED
ORENSTEIN, ARROW &
AUG 19 8 59 AM '64

E 839

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
575 MADISON AVENUE
NEW YORK, N. Y. 10022

J. M. COLLINS
SALES MANAGER

August 18, 1964

Allen H. Arrow, Esq.
Orenstein, Arrow & Lourie
119 West 57 Street
New York, N. Y. 10019

Re: 3M

Dear Mr. Arrow:

Herman Finkelstein has referred to me your letter of August 13th in which you ask that the Society send you a "new proposal" before our next meeting.

At our last meeting we advised you that the offer made by your client ($27.00 per machine for a 3-year period, payable in advance) could not be accepted.

We indicated that the Society would be willing to enter into an agreement providing for payment of $18.00 a year for doctors' and dentists' offices and factories -- the term "factories" to be defined in accordance with our discussion. This rate was offered on a 3-year basis, which your client indicated was not acceptable.

The 3M representative stated that 3M might be willing to pay at the rate of $18.00 a year for a single year if they could have an option to renew (either for themselves or for the subscribers) for a single year or two years, and we indicated that if it were to be on an optional basis, the rate for the option period would have to be higher.

The Society is prepared to enter into a 2-year or 3-year agreement at this time (whichever period your client may elect), without any further options, for doctors' and dentists' offices and "factories," at the rate of $18.00 per year.

We are prepared to discuss the details of the agreement at your convenience.

Sincerely,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

J. M. Collins

J. M. COLLINS

JMC:TP
cc: Mr. H. Finkelstein

E 840

CBS v. ASCAP

3MPX No. 7

Letter dated 8/27/64 from J. M. Collins to Allen Arrow.



MURRAY HILL 8 0800 CABLE ADDRESS: ASCAP NEW YORK

Jeffrey Tud
7/1/72

E 841

RECEIVED
ORENSTEIN, ARROW &

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
575 MADISON AVENUE
NEW YORK, N. Y 10022

AUG 28 9 01 AM '64

J. M. COLLINS
SALES MANAGER

August 27, 1964

Allen H. Arrow, Esq.
Orenstein, Arrow & Lourie
119 West 57th Street
New York, New York 10019

Re: 3 M

Dear Mr. Arrow:

This is to acknowledge your letter of August 21st in reference to our letter of August 18th.

You request that in addition to the rates quoted to you in our previous communication you would like to know the ASCAP fees for certain other establishments.

We are prepared to include in the license agreement the following at the rates indicated:

1. Hotels, Restaurants, Stores, Banks

   1st Unit of Shopping Center, 1st Tenant of Multiple Tenancies (but not more than one floor)

   1st Floor of Department Stores

   $30.00 per year.

2. Each Additional Unit of Shopping Centers

   Each Additional Tenant in Multiple Tenancies

   Each Additional Floor in Multiple Tenancies

   $21.00 per year.

We shall await word from you as to a further appointment to discuss the matter.

Sincerely yours,

J. M. COLLINS

JMC:PK
cc: Herman Finkelstein

CBS v. ASCAP

E 842

3MPX No. 11

Memorandum "Tentative Proposal to ASCAP from 3M for Use in Connection with the 3M-700 Series".

E 813

TENTATIVE PROPOSAL TO ASCAP FROM 3M

FOR USE IN CONNECTION WITH THE 3M-700 SERIES

1. 3M will pay ASCAP for each machine and tape sold by 3M to its distributors a fixed annual sum payable three years in advance. This sum will be due and payable within sixty (60) days after shipment of each machine by 3M to its distributor. The result is that ASCAP will receive its fees three years in advance on 100% of all units sold by 3M to its distributors even, in some instances, where an occasional unit may be sold eventually to a purchaser who does not require an ASCAP license.

2. The effective date of the contract will be April 1, 1965.

3. The following are the suggested categories of premises covered by this license:

(a) Each Hotels, nightclubs, department stores and all ~~any~~ all other ~~types~~ of premises which have more than one floor.

(b) Each Restaurants, cocktail lounges, supermarkets and all ~~and all~~ other premises which occupy a complete floor.

(c) Small shops, stores, offices, factories, professional offices, etc. which occupy less than _____ square feet of space, or less than a complete floor.

4. 3M distributors will be required to send ASCAP, with a copy to 3M, a description of all locations for which units are sold. The information card sent to ASCAP will include the name, address and type of business of the purchaser, and will be marked "A", "B" or "C" (see above), which will result in any easy recapitulation at the end of the year.

5. At the end of the first year and at the end of each subsequent year, based upon the number of machines sold to each category and computed at the applicable rates for each category,

a recapitulation will be made to determine whether 3M has overpaid or underpaid ASCAP for the year. 3M will either pay the difference or ASCAP will give 3M a credit depending upon the result of the computation.

6. The license will specifically exclude shopping centers, medical centers or clinics, or any type of multiple tenancy premises.

7. The purchaser of each machine will receive a three-year license from ASCAP, effective on the date of his purchase, regardless of the time within the three-year overall contract that he has bought the machine. This will avoid the necessity of fractional accountings and fractional payments from 3M or its distributors to ASCAP.

8. When 3M sells additional tapes to locations which have previously purchased a unit, a three-year advance payment to ASCAP will be built into the retail price of the tape, provided that the additional three-year period will not become effective until the end of the three-year period covering the first tape.

9. At the conclusion of the first three-year contractual period, or probably six months prior to such expiration, 3M and ASCAP will discuss the execution of a second three-year contract on the same conditions. 3M distributors may then offer to purchasers, but without any obligation to secure any acceptance, a second three-year license upon payment by the owner to ASCAP through the 3M distributor. 3M's distributor will then notify ASCAP which locations have renewed. If a purchaser does not renew ASCAP will be free to proceed according to its own policies.

CBS v. ASCAP

E 8.5

3MPX No. 18

Letter dated 6/28/68 from Allen Arrow to M.E. Ricketts.

Plf's ex 18 id
JW 7/21/72

E 846

HO
AHA
MJL
NLS
JMG
MST
PJL

June 28, 1968

Mr. Bill Ricketts
Chappell & Co. Ltd.
50 Bond Street
London W1, England

add 8

Re: 3M -w- Chappell

Dear Bill:

We have today sent an agreement to Chappell, New York, for signature by whoever is the signing officer there now.

If you have been reading the American trade press, you probably realize that we have concluded an agreement with ASCAP and therefore the only license necessary from Chappell is a fairly simple mechanical license.

We have arranged with ASCAP that all monies which are collected by ASCAP from 3M for the background music service will be divided exactly in accordance with the proportionate share of each publisher on each tape. I hope that there will be no difficulty with the mechanical license but in the meantime I wanted to assure you that we are pleased that at last after all the correspondence and passage of time, we are able to offer an agreement which will not cause you to search your conscience before executing it. ?

Best wishes.

Sincerely,

Allen H. Arrow

AHA/ad

E 847

CBS v. ASCAP

3MPX No. 19

Letter dated 7/4/68 from Mr. M.E. Ricketts to Allen Arrow.

Plf's ex 19 rd
Dw 7/21/72

E 848

CHAPPELL & CO., LTD.
14 BIRCH AVENUE
TORONTO, 7
CANADA

CHAPPELL & CO., LTD.
68-70 CLARENCE STREET
SYDNEY
AUSTRALIA

CHAPPELL & CO., LTD.
30 LOWER CUBA STREET
WELLINGTON, C.1
NEW ZEALAND

CHAPPELL S.A.
4 RUE D'ARGENSON
PARIS VIIIe
FRANCE

Chappell & Co. Ltd.

RECEIVED
ORENSTEIN, ARROW &
SILVERMAN
JUL 9 8 56 AM

P.O. BOX NO. 208
50, NEW BOND STREET,
LONDON, W.1.

Cable and Telegraphic Address
SYMPHONY, WESDO, LONDON

Telephones
MAYFAIR 7600 (20 LINES)

CHAPPELL & CO.,
HOLLAND N.V.
WETERINGSCHANS 35
AMSTERDAM
HOLLAND

CHAPPELL & CO., G.M.B.H.
SENDLINGER-TOR-PLATZ, 10
8 MUNCHEN, 2
GERMANY

EDIZIONI CHAPPELL, S.P.A.
GALLERIA DEL CORSO 4
MILAN
ITALY

EDITIONS CHAPPELL S.A.R.L.
VOLKETSWIL,
ZURICH,
SWITZERLAND

MER/EW

4th July, 1968

Mr. Allen H. Arrow,
Orenstein, Arrow & Silverman,
119 West 57th Street,
New York, N.Y. 10019,
U.S.A.

3M Chappell P

Dear Allen,

Thank you for your letter of 28th June.

As you know, I was all in favour of the 3M deal from the start, but it was Chappell & Co. Inc. that would have been in trouble with ASCAP. If you remember, I did everything I could to see that P.R.S. did not follow ASCAP's example.

At any rate, I am glad you have cleared it up.

With kindest regards,

Yours sincerely,

Britt.

M. E. Ricketts.

WE ARE MEMBERS OF THE PERFORMING RIGHT SOCIETY, LTD., AND COPYRIGHT WORKS IN OUR CATALOGUE MAY ONLY BE PUBLICLY PERFORMED AT ESTABLISHMENTS OR ENTERTAINMENTS COVERED BY THE SOCIETY'S LICENCE

E 849

CBS v. ASCAP

3MPX No. 27

Letter dated 11/15/65 from Burton Lane to "Dear Publisher".

Pltf-Ex 27 for id - July 24, 72

American Guild of Authors and Composers

E 850

50 WEST 57th STREET, NEW YORK, N.Y. 10019 • Plaza 7-8833

Received
Per

November 15th, 1965

Dear Publisher:

We are writing this to you as a publisher who is or was a signatory to the AGAC Basic Agreement, and has contracts with members of this organization on the AGAC form.

This is written with respect to the background music project of Minnesota Mining And Manufacturing Co. ("3M"), in which they are selling a tape cartridge playback machine, and tapes containing 700 compositions each. We note that they are paying, for each composition per tape, a mechanical royalty of 2 cents; and a performance royalty of 3 cents for three years. Undoubtedly, 3M has given you information on this project, to induce you to sign a contract with them, and you may be one of the publishers who has done so or is contemplating doing so.

We believe it is of vital importance to let you know how this organization, on behalf of our members, feels about certain aspects of this enterprise.

You will note that the AGAC contract (both the 1947 form and the 1939 form) calls for your obtaining the writer's consent, if you wish to enter into a bulk or block license (except under circumstances specified in the contract) or to grant any license of a nature not granted prior to June 1, 1937. For the particulars of these provisions, please see the following paragraphs: Paragraph 4 (j) of the 1947 contract, and 4 (k) of the 1939 contract, which refer to bulk or block licenses; and paragraph 4 (k) of the 1947 contract and 4 (i) of the 1939 contract, which refer to licenses for use by any means, or for any purposes not commercially established, or for which licenses were not granted by the publisher prior to June 1, 1937.

In our opinion, the agreement (as we know of it) which a publisher signs with 3M for use of his catalogue, is a bulk or block license and, further, the license is for uses by means and for purposes not commercially established, and for which licenses were not granted by the publisher prior to June 1, 1937, so that such license, without the writer's written consent, is a violation of the contract.

We call this to your attention not only as a legal matter, but as a matter of responsible good faith and fair dealing between yourself and your writers.

These contractual provisions are not meaningless words to be lightly ignored or evaded. These licenses, referred to in these paragraphs, are not a licensing as publishers and writers have known it. It is the intent of these paragraphs that the writer shall be fully informed and shall have a voice in

deciding whether such new licenses should be granted, and if so, on what terms, and so that all aspects of the matter might be considered. In the adoption of these paragraphs, Music Publishers Protective Association (M.P.P.A.) with whom these contract forms were negotiated, as well as our organization, felt that the views of the writers must be sought and their consent obtained for any new uses which might so seriously affect writers, publishers, and indeed the music industry as a whole. Such request for consent is to be a genuine consultation, not just a formality or a means of "selling" a writer because the publisher has been "sold" by someone else. Some publishers, in requesting writers to consent to the 3M agreement, have taken just such a high-pressure attitude.

For one thing, we are greatly concerned with the situation regarding the performing licenses.

The performing royalty paid by 3M covers a period of three years. This may well turn out to be a perpetual license, because we see nothing to prevent buyers of the tapes from using them after the three years. The expense and trouble of proper "policing" by publishers of buyers to make sure they do not freely use these tapes after that time, can be so great that policing will not take place. For this reason we also see nothing to prevent buyers from violating the other restrictions contained in their agreement with 3M. These perpetual and unrestricted performances will, in our opinion, be another "juke box exemption."

The sale and use of these tapes may seriously reduce the performing royalties that publishers and writers are now receiving from leased wired music service (such as Muzak). Although many buyers of these tapes will be places that have not previously had wired music, we think that many places which now lease wired music may give it up and buy the tapes instead.

A most disturbing element of this situation, in our view is that 3M is dealing, for performing licenses, directly with ASCAP publishers ignoring completely the writers individually and the performing rights society of which the writers are members. (We refer to ASCAP publishers only, because BMI has entered into an agreement with 3M). Although, under the consent decree of the United States court which applies to ASCAP, ASCAP's rights are non-exclusive, the publishers, in situations such as this, must not exercise their reserved right except with the concurrence of the particular writers. Further, by by-passing the writers they are demonstrating a woeful lack of regard for the customary loyalty and good-will of songwriters. It is only by full cooperation and genuine bargaining on all sides that the needs of both creators and users are fulfilled.

With respect to the mechanical royalty paid by 3M, we suggest you give thought to whether this is a fair and adequate rate for tapes intended for public performance for years in very many places, if you license this "mechanical-performance package" (which is not a statutory compulsory license). We urge you to carefully consider whether the extensiveness of this use does not justify your demanding a higher rate for the package, so that your writers (if they consent to the licensing) will not be receiving a royalty which is too low for the scope and nature of the use for which these tapes are produced.

We hope that 3M, a foremost, creative corporation, in evolving its music project, would take cognizance of the rights of writers whose creative product it requires, quite apart from the legal rights of the writers. We would hope that this great company would not ignore the golden rule of fair dealing, conducting itself toward others as it would desire others to conduct themselves in return.

If you have entered or will enter into an agreement with 3M or any other similar enterprise, then in all likelihood the statements which you send to us and the royalty payments which you make to us, on behalf of our members concerned, will reflect these payments received by you. Under the circumstances, please take notice that the receipt of these statements and "tape royalties" by us and the writers, is not to be considered as a consent by the particular members to your entering into agreements with 3M or any other company which permits such production of tapes and such performances, nor any admission whatsoever against interest by ourselves or the members, and the members (whose royalty-collection representative we are.) We take this opportunity to put you on notice that the writers reserve each and all of their legal rights to take any action against you by reason of your having entered into such agreements without their express written consent in each case.

Sincerely yours,

Burton Lane

Burton Lane
President

CBS v. ASCAP

E 853

3MPX No. 42

Memorandum dated 12/28/74 from Allen Arrow to Milton Kramer.

E 854

FRANK MUSIC AFFILIATES

INTER-OFFICE COMMUNICATION

COMPANY: FRANK MUSIC CORP.

COPIES TO: CYD CHEIMAN
FRANK LOESSER

TO: MILTON KRAMER

FROM: ALLEN H. ARROW

DATE: December 23, 1964

SUBJECT: 3M

In view of the telephone conversation we had last week concerning the 3M proposal, I thought it would be advisable to summarize the position of 3M since, as you know, we do represent both you and 3M in this matter.

Beginning in May 1964, 3M began, with our help, to negotiate with ASCAP to secure a license for the use of ASCAP repertoire in connection with the 3M-700 background music program. At that time, and at subsequent meetings with ASCAP in June, July, August, September and October, we discussed various problems which were inherent in the licensing situation.

As you know, 3M plans to sell its machines and tapes rather than lease them. ASCAP told us that they were unable to make an agreement with us which would in effect give to the potential purchasers of the tapes a period of time of public performance sufficient to make the program workable. They stated that they were forbidden to give us a license which would extend for an eventual period of more than four years. (My understanding is that they were actually forbidden to give a license which would extend for more than five years.) In addition, it would be impossible for them to guarantee to us that compositions would not be deleted from their repertoire from time to time and/or restricted for public performance purposes. They were also opposed in the beginning to our establishment of a rate per tape as opposed to a rate per location by classification of locations. 3M's problems with ASCAP's position were and still are the following:

We must be able to build into the price of a tape a fee for publicly performing the music which would be applicable at the time of sale of the tape. This means that the price must be fixed now and should continue at a pre-arranged price for a reasonable period of time. Under ASCAP's plan, we would be forced to vary the prices depending on:

FRANK MUSIC AFFILIATES

INTER-OFFICE COMMUNICATION

E 855

COMPANY: FRANK MUSIC CORP. COPIES TO: CYD CHEIMAN

TO: MILTON KRAMER FRANK LOESSER

FROM: ALLEN H. ARROW

DATE: December 28, 1964

SUBJECT: 3M (con't)

(a) type of location,

(b) the date on which purchaser bought the tape.

In other words, if a three-year license to perform each tape is contemplated, ASCAP's position is that the three years would begin as of the date of execution of 3M's contract with ASCAP and not as of the date of the sale of the tape. This would mean that a purchaser who bought a tape would have a shorter period of time to use it as the contract progressed, so that a man who bought a tape two years after the contract was executed would only have one year of use, and in the extreme case, if he bought it the day before the contract expires, he would only have one day to use the tape. This is, of course, highly destructive to any sales program.

ASCAP also advised us that they were unable to offer us an agreement at this time which differed from their usual form because of their present problems in negotiating with Seeburg and Muzak, whose contracts expire December 31, 1964. They expected Seeburg and Muzak to enter into litigation with them to ask the Court to determine a fair rate. Seeburg and Muzak have a lease program under which they control their own tapes and equipment. 3M would lose control of the tapes immediately upon sale.

The basic problems are summarized as follows:

1. There would be a highly complex licensing form which would be difficult for 3M's distributors, salesmen and purchasers to grasp.

2. The locking in of a three-year advance payment of performance fees at varying rates which would inhibit salesmen.

3. The initial license would call for payments for a three year period beginning on execution of the contract, which would result in the purchaser's being able to perform the tape for a shorter period of time as the contract progressed. This would

FRANK MUSIC AFFILIATES

E 856

INTER-OFFICE COMMUNICATION

COMPANY: FRANK MUSIC CORP. COPIES TO: CYD CHEIMAN

TO: MILTON KRAMER FRANK LOESSER

FROM: ALLEN H. ARROW

DATE: December 28,1965

SUBJECT: 3M (con't)

that the 3M salesmen would have to change the prices every month to deal with the situation.

4. The lack of protection as to performance fee rates after the initial time period. 3M's competitors would use this argument against 3M.

5. The requirement of 3M to guarantee payment of performance fees whether or not the purchaser of the tape paid 3M after his license expired.

6. The right to restrict the performance of selections at a future date. Once the tape containing 700 selections is out of 3M's hands, it would be impossible to recall it to delete the selection and substitute a new one.

7. A rate structure would make it impossible for 3M to sell to certain purchasers, e.g., department stores would be sold at a rate of $2.50 per month for the first floor and $1.25 per month for all additional floors. For a ten-story department store, this would mean $13.75 per month. Seeburg and Muzak pay $2.26 per month total.

In spite of the above problems, we have made several proposals to ASCAP which were rejected. We never completed a discussion of money with ASCAP at all, but were hamstrung merely by procedural and matters of principle. As a result, when leaving ASCAP after our last meeting, and with the apparent blessings of ASCAP, Mr. Lindgren and I decided to approach several publishers directly. We proposed to them that we pay a royalty per tape sold of 2¢ per mechanical use and 3¢ for public performance per selection. This would entitle 3M to the use of the selection for three years. We actually feel that each tape will be replaced by the purchaser prior to the expiration of that time, so that the selections will not actually be used for three years.

I

FRANK MUSIC AFFILIATES

E 857

INTER-OFFICE COMMUNICATION

COMPANY: FRANK MUSIC CORP. COPIES TO: CYD CHEIMAN

TO: MILTON KRAMER FRANK LOESSER

FROM: ALLEN H. ARROW

DATE: December 28, 1964

SUBJECT: 3M (con't)

At the time we left ASCAP, Bernard Korman said he thought it was wise to approach the individual members of ASCAP. Since that time, we have learned that ASCAP has been approaching its own members to advise them not to deal with 3M. This is, of course, a violation of the consent decree.

The proposal made to Frank Music and its affiliates was a guarantee of 25 selections in the first tape. We would guarantee Frank and its affiliates $7,500.00 per year and expect that the total royalty payable to Frank and its affiliates would be $15,000.00 per year in the first year and that it would exceed that in subsequent years.

Leon Brettler of Shapiro-Bernstein has done some market research and determined that the 3M program will probably pay to publishers within five years a total of $3 million per year, of which Frank would receive approximately 1/30th.

You asked me at the time of our telephone conversation whether I would be embarrassed if Frank did not agree to sign a license with 3M. I told you that my embarrassment would be more acute if Frank did not sign and the program were a success and Frank were not included. My feelings remain the same. I can see no reason for Frank to be on the outside looking in at the publishers who agreed to this program.

aha/tjg

Allen H. Arrow

E 858

CBS v. ASCAP

3MPX No. 43

Memorandum dated 1/12/65 from Milton Kramer to Allen Arrow.

E 859

FRANK MUSIC AFFILIATES

RECEIVED
ORENSTEIN, ARROW & LOURIE
JAN 13 11 12 AM '65

INTER-OFFICE COMMUNICATION

COMPANY: FRANK MUSIC CORP. COPIES TO: CYD CHEIMAN

TO: ALLEN H. ARROW FRANK LOESSER

FROM: MILTON KRAMER

DATE: JANUARY 12, 1965

SUBJECT: 3M with French ✓

In view of our repeatedly expressed position as stalwarts of ASCAP, and since we appear to be of relatively minor interest with respect to the total number of copyrights suitable, I think we would prefer not to go along with this proposition on the first tape.

Perhaps as the system evolves, and as our catalogue grows, we could discuss the matter again at the time they begin preparations for their second reel.

Milt

MK/lm

Attach to P file + return to me

Ltr for your info - Don't do anything till we discuss

Dfs Ex 43 Q 8/4/72 RF

All "Don't worry!! I won't" HW

CBS v. ASCAP E 860

3MPX No. 47

Letter dated 7/15/65 from Alan L. Shulman to Allen Arrow.

TRO

E 861

ORENSTEIN, ARROW & LOURIE

JUL 16 9 23 AM '65

July 15, 1965

Allen H. Arrow, Esq.
Orenstein, Arrow & Lourie
119 West 57th Street
New York 19, New York

Re: 3 M with Hollis Music, Inc.

Dear Allen:

After giving serious consideration to the proposal for 3 M usage of our compositions, we have decided that as a matter of policy we would like to pass this one up.

We would like to thank you for your interest and with best personal regards, I am

Sincerely,

Alan L. Shulman

ALS:ag

Pl's Ex. 47
8/4/72 RF

E 862

CBS v. ASCAP

3MPX No. 49

Letter dated 10/11/65 from Allen H. Arrow to R.E. Lindgren.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

MAY 1973

3MPX
4912

E 863

October 11, 1965

Mr. R. E. Lindgren
Minnesota Mining and
Manufacturing Company
2501 Hudson Road
St. Paul 19, Minnesota

Dear Ray:

I have received telephone calls from some of the publishers whose repertoires were included in the first series of tapes. These calls came as a result of the letters which they received inviting them to the luncheon.

The publishers told me that because of the strong reaction of their colleagues at ASCAP and some feeling which was generated indicating that in some way these publishers were "disloyal", they would prefer that the luncheon not be attended by the press and not be publicized.

I think that this request is particularly significant when we realize that only the first group of publishers will be at the luncheon, and not the second.

Would you please call me after you have read this letter and discussed it with Messrs. Herzog and Prater. I know that you will keep its contents confidential.

Sincerely yours,

aha/tjk

Allen H. Arrow

cc: Mr. A. H. Herzog
Walter J. Schmit, Esq.

Plfs Ex 49
8/4/72 RP

E 864

CBS v. ASCAP

3MPX No. 72

Letter dated 11/ 7/65 from Lee V. Eastman to Allen Arrow.

E 865

ORENS

Nov 16

EASTMAN & DASILVA
ATTORNEYS AT LAW
39 WEST 54TH STREET
NEW YORK, N.Y. 10019

LEE V. EASTMAN
ALBERT I. DASILVA
JOHN L. EASTMAN

TELEPHONE: LT 1-1330
CABLE: EASTMANAID, N Y

November 17th, 1965

Allen H. Arrow, Esq.
Orenstein, Arrow & Lourie, Esqs.
119 West 57th Street
New York, New York

Dear Allen:

No doubt you have seen a copy of the letter written by Burton Lane regarding BM.

The facts as reported by you to me are wholly contrary to the facts as set forth by Burt regarding the negotiations with ASCAP. I understand ASCAP refused to negotiate and invited you to deal individually and this was the only way a deal could be made.

This situation has so many far reaching implications that I do think we ought to have a full airing of what precisely took place.

My kindest regards.

Sincerely yours,

Lee V. Eastman

lve/fds

PX 72
8/4/72 RA

E 866

CBS v. ASCAP

3MPX No. 75

Letter dated 4/22/66 from Allen Arrow to R.E. Lindgren.

E 867

April 22, 1966

Mr. R. E. Lindgren
Minnesota Mining and
Manufacturing Company
2501 Hudson Road
St. Paul, Minnesota

700 Printer P

Re: 3M -w- ASCAP
3M -w- AGAC

Dear Ray:

On Thursday, April 21, I attended a meeting at AGAC at which were Burton Lane, Edward Eliscu, Leon Kellman, and Herman Finkelstein. Harold Orenstein did not feel well and could not be with me. If you recall, Mr. Lane, the president of AGAC, had asked us to this meeting in order to try to arrange some kind of compromise contract with ASCAP so as to alleviate the concern of AGAC with respect to the 3M-700 program.

Herman arrived thirty minutes late. Burton Lane introduced the subject by stating that they had been very much impressed by our sincerity in appearing before their council on Thursday, April 7. He also said that AGAC hoped they were acting as a catalyst in bringing 3M together with ASCAP.

Herman then referred to a breakfast meeting with you and quoted you as saying that now that 3M was in a position to sign contracts with publishers they did not need ASCAP. This meeting allegedly took place in November, 1964, shortly before your first trip to Europe. In Herman's presentation of ASCAP's position, there were a number of inaccuracies. I then pointed out that in the discussions which we had with ASCAP prior to embarking on negotiations

PX 75
RP 8/4/72

with publishers, we made every effort to reach an agreement with ASCAP and that the problems which arose during these negotiations, and which ASCAP advised us were insuperable at that time, were not money problems but rather problems of principles and rights.

I cited, for an example, the problem of the term of any license. (Herman now says that ASCAP will grant a license for three years within the term of a two year contract or vice versa, because their new agreement with Muzak is for five years.)

I mentioned the problem of deletions. Herman then said that ASCAP has now contracted with 99% of its members and that any deletions which are now made are made subject to ASCAP's outstanding commitments. We then talked about complicated rate structures and Herman stated that he would be willing to provide an average rate based either on past experience or on future experience.

I then asked him what he expected us to do at this time about purchasers of 3M tapes who had already paid a license fee. Herman laughed and said he thought they should sign an ASCAP blanket license agreement. I told him I thought this was ridiculous since these people had already paid a license fee and had in effect been told by 3M's representatives that they could acquire tapes in the future on the same basis. Herman then began a discussion which was intended to show that it would be a benefit to 3M purchasers to enter into a blanket license agreement with ASCAP because in that way they would get "the nuggets" of the ASCAP repertoire. I told him that I thought you would be willing to stay with the nuggets you have. Herman then stated ASCAP's position that 3M could not produce a Third Series of tapes without having access to the whole ASCAP repertoire. I reminded him that he had predicted that 3M would not be able to produce its First Series without an ASCAP contract and that 3M had not only produced one series but two. I also told him that he seemed to feel that the music that 3M did not have was superior in quality to the music that 3M did have and that it was not <u>his</u> function to compare the quality of musical compositions of one of ASCAP's members with that of any other.

I told him that in any event the concept of blanket licenses was now incompatible with the existing situation and that unless he could think of a way to combine the two ideas, we had to limit the discussion to per cartridge agreements. Herman then discussed the policing problems of a per cartridge program and said that in dealing with radio and television their rates for a per program license are four times higher than in the case of overall licenses. Nevertheless, he said it was worth discussing and perhaps we shall discuss it at our next meeting. He also stated that if it were 3M's position that it wanted to license only certain compositions then obviously the members could do this better than ASCAP could and ASCAP would stand aside as it must and permit the members to do so.

The meeting concluded with the understanding that we would meet again in the latter part of May for further discussions after I returned from Japan.

I think I should advise you of some interplay which occurred after the business discussion. Burton Lane was in the process of summing up AGAC's gratitude for our appearance. I told him that our appearance had been caused by an impression given to Harold and me during our last meeting that AGAC was truly concerned with some problems in the policing of rights after the expiration of the licenses. I also told him that I was much more impressed by their attitude on April 7 than I had been after reading a copy of their ill-advised letter to the publisher. Herman then amazed us all when he said he thought the letter ill-advised because it was too mild and should have been followed by a law suit. Everyone in the room was stunned. I told Herman that I thought he might want to repeat that to his publisher members. Burton Lane then attempted to pass it off by saying that AGAC always first attempted to be conciliatory since it finds that it can obtain more in a cooperative manner than in an antagonistic one. Herman however pursued the point saying that if he were AGAC's counsel, he would have "provoked" a law suit.

I think that from 3M's point of view the overall result of the meeting was good. I also believe that the problem areas which were pointed out to AGAC and admitted by Herman, at lease insofar as they existed under January 1, 1966, showed that we had acted in good faith and seriously attempted to come to an agreement with ASCAP. I believe that at least one more meeting with Finkelstein won't hurt. I believe it is clear enough to everyone, however, that if there is to be an agreement, there must be movement by ASCAP in our direction now.

We do not think the contents of this letter should be revealed to anyone outside of 3M for the time being since it might eventually interfere with the considerable progress made.

Cordially,

Allen H. Arrow

AHA/ms
cc: R. H. Herzog
Walter Schmit, Esq.

E 871

CBS v. ASCAP

3MPX No. 144

Letter dated 11/5/64 from R.E. Lindgren to Arthur Israel.

Arthur Israel, Jr. NOV 6 - 1964

E 872

November 5, 1964

Mr. Arthur Israel, President
Famous Music Corp. and
Paramount Music Corp.
1 [illegible] Broadway
New York, New York

Dear Mr. Israel:

This will confirm our conversation of this morning in regard to the comparison of the net return to Paramount dealing directly with 3M as against through ASCAP.

You will find the highest annual rate per location on an ASCAP license through a wholesale distributor such as a 3M dealer is $30.00. ASCAP has already offered us a rate of $18.00 per year for offices and factories. However, for the sake of this comparison and how Paramount comes out, we will deliberately use the $30.00 per year rate or $90.00 for three years. We will also assume, for the moment, that ASCAP will have no overhead whatsoever in collecting these performance fees. Thus, we have made the picture look as bad as we possibly can for this new 3M proposal -- the highest rate and no overhead for ASCAP.

As I mentioned to you this morning, we already have the 700 selections ready in Chicago for mastering but are holding up doing anything until we determine the outcome of this new proposal which would necessitate our revising our repertoire to a very great extent.

As it happens, since all of our present music was procured with no thought of whom the publisher may be but only if the music was suitable for our purpose, there are only seven selections controlled by Paramount-Famous. This is exactly 1/100th of the 700 total selections. Thus, even at the highest rate of $90.00 and no overhead expense for ASCAP, you would be entitled to exactly 90¢ plus 14¢ mechanicals or a total of $1.04 for that tape for three years use.

P [illegible] 144
DATE 2/9/[illegible]

We have guaranteed you a minimum of 100 selections out of 700 at a rate of 5¢ for three years for both performance and mechanicals or a total of $5.00 for the same tape.

Actually, if a more realistic average ASCAP rate were used, instead of the top rate, and if the realistic overhead factor was figured in, you would probably receive more like 60¢ instead of $1.04.

I believe this will clarify our proposal for you in such a way that you can easily show the very considerable advantage to you of dealing directly with 3M.

The key to all of this, of course, is the fact that we will be restricting our 700 selections to a very small group of publishers and thus your participation is 100 selections instead of seven.

Cordially,

R. E. Lindgren

R. E. LINDGREN

rel:bm

E 874

CBS v. ASCAP

3MPX No. 145

Letter from E. C. Timberlake to A. Arrow, dated 12/1/64.

E 875

December 1, 1964

Allen Arrow, Esq.
Orenstein, Arrow & Lourie
119 West 57th Street
New York, New York

Re: Minnesota Mining

Dear Allen:

Our people have given very careful consideration to the request made by you and Mr. Lindgren that Famous Music Corporation grant a non-exclusive license to Minnesota Mining for the use of Famous' copyrights on tapes to be sold by Minnesota Mining.

Our executives have come to the considered conclusion that the problems in such a license are so great that they are unwilling at this time to enter into such an arrangement with Minnesota Mining.

Our executives wish you and your client success in the venture and possibly at a future date will see their way clear to solve the problems and enter into an arrangement with your clients.

With best regards.

Sincerely,

ECT:S

E. Compton Timberlake

bcc: Mr. Arthur Israel, Jr.
Mr. Sidney Herman

PLF. LIB. 145 For Item
DATE 2/9/73. H. PROVOST

INTER-COMMUNICATION

E 876

Mr. E.C. Timberlake FROM Arthur Israel, Jr. HOME OR BRANCH OFFICE DATE 11/30/64

cc: Mr. Sidney Herman

Re: Famous Music Corporation and Minnesota Mining

The attached letter to Allen Arrow is excellent.

Let me take this opportunity to thank you for your fine co-operation and assistance.

I have one suggestion. You may want to substitute the word "copyrights" for the word "functions" which appears at the end of the third line in the first paragraph of the letter.

fe

Mr. Arthur Israel, Jr. Mr. Timberlake Home 11/27/64

E 877

Re: Famous Music Corporation and
Minnesota Mining

Dear Arthur:

I have sent to you a copy of Mr. Lindgren's letter of November 23rd, and I sent a copy to Sidney. Would you please let me have your views concerning this as soon as possible.

With best regards.

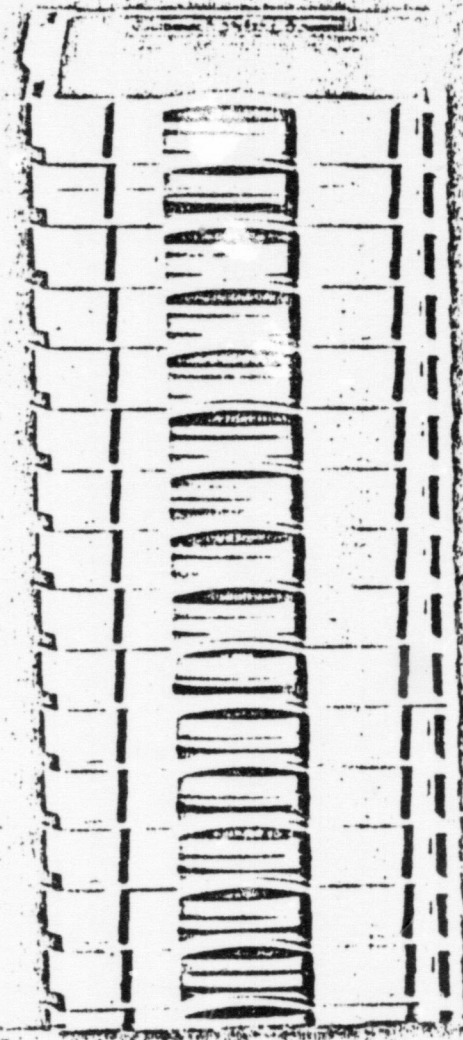
Sincerely,

RCT:S

R. Compton Timberlake

cc: Mr. Sidney Herman

REVERE COMPANY



HERE'S THE STEREO TAPE SYSTEM THAT STACKS UP BETTER THAN ANY AUTOMATIC RECORD CHANGER



SEE...HEAR...TRY
THE NEW REVERE-WOLLENSAK AUTOMATIC AT THESE DEALERS!

NEW YORK

New York City
Arrow Electronics
Asco Sound—division of Sonocraft Corp.
Audio Unlimited
Brights Manhattan
Camera Cade Inc.
Economy Buying
Goody Audio (all stores)
Grand Central Radio
Harvey Radio Inc.
Heins & Bolet
Lafayette Radio Electronics
Liberty Music (all stores)
N. H. Nelson
R. H. Macy's
Packard Electronics
Peerless Camera Store
Ripley's Camera Center
G. Schirmer Inc.
Terminal Hudson (all stores)
University Hi Fi & Tape
Willoughby's Camera Store

Brooklyn
L & B Appliance Mart
Lafayette Radio Electronics
Starling Electronics

Astoria
Stevens

Babylon
Abraham & Straus

Farmingdale
Arrow Electronics

Forest Hills
Julian Camera
Uneeda Home Appliance

Garden City
Neptune Photo

Hempstead
Abraham & Straus
Newmark & Lewis

Hicksville
Sears, Roebuck & Co.

Huntington Station
Sam Goody

Jamaica

E 878

E 879

CBS v. ASCAP

3MPX No. 168

Memorandum dated 11/19/65 from Alan Shulman to Harold Richmond.

30442

E 880

HOWARD S. RICHMOND

MINNESOTA MINING TAPES

Alan Shulman cc: ALB: Jay Mark

November 19, 1963

In studying Al Brackman's memo of November 17th together with the AGAC letter, this apparently coincides with your own thoughts in which you urge that we do not license 3M.

Suggest we have a brief discussion between Al Brackman, yourself, and myself so that we can put Harold Ormstein on notice with a friendly but firm letter, so that nothing goes ahead until there's an industry decision.

HSR:mag

Pltf Ex 168 for id
3/13/73
MD

E 881

CBS v. ASCAP

3MPX No. 171

Letter dated 12/4/64 from Allen Arrow to Phillip B. Wattenberg enclosing copy of a letter dated 11/27/64 from R. E. Lindgren to M. E. Ricketts.

PLF's Ex 171 For ID
3/15/73
NC

E 882

Orenstein, Arrow & Lourie
119 West 57th Street
New York, N.Y. 10019

HAROLD ORENSTEIN
ALLEN H. ARROW
MILES J. LOURIE
NOEL L. SILVERMAN
JOHN H. GROSS

TELEPHONE
JUDSON 6-1451
CABLE ADDRESS
HOMUSLAW

December 4, 1964

B. Wattenberg, Esq.
Wattenberg & Wattenberg
609 Fifth Avenue
New York 17, New York

Re: 3M -w- Chappell & Co. Ltd.

Dear Phil:

Just for background information, I enclose a copy of a letter which was written by Ray Lindgren to M.E. Ricketts in London.

I think that this letter sets forth quite clearly and concisely the various problems that you and I have discussed.

Sincerely yours,

Allen H. Arrow

aha/tjg
enc.

TO 170 E 883
MJL
NLS
JG.

WESTBURY HOTEL

London,
England.

Note a return 40th

27th November, 1964.

Mr. M.E. Ricketts,
Chappell & Co. Ltd.,
13 St. George Street,
London, W.1.,
England.

Dear Mr. Ricketts:

Please accept my apologies for the delay in getting this communication to you; a number of unexpected items came up which I had to attend to.

In regard to the ASCAP matter and a license we tried to get on behalf of the ultimate purchaser of the new 3M equipment and music tapes, it was not that they refused to give us a license but, rather, that the terms of what they offered were such that we felt that our sales would be seriously inhibited; also, because of these terms, there was a distinct possibility that 3M would abandon the project entirely.

We had two meetings in July with Herman and Jules, the second one including Bernie Korman. Subsequently, we (Allan Arrow and I) had one or two meetings with Jules and Bernie and a number of communications.

After about three months or more of negotiations, we still had not been able to come to a mutually agreeable draft. It was after the last meeting, in sheer desperation, that Allan and I dropped in to see you, feeling we had just about exhausted any possibility of an equitable solution with ASCAP.

We had one more meeting scheduled with Jules and Bernie several days after I last saw you in New York. I called Jules and told him about the work I was doing with the publishers and asked that this meeting be delayed until I knew more about the possibilities of dealing direct.

I outline the foregoing because, in our discussion the other day, I sort of got the impression that you thought we had made no attempt to get a license from ASCAP. To the contrary, we tried our best to deal with them.

Confirming, briefly, the points I mentioned to you the other day, following are the reasons it was not possible for us to come to an agreeable solution:

1. A highly complex licensing form, most difficult for our distributors and salesmen to grasp.

2. "Locking in" a three-year advance payment of performance fees on top of our retail price at rates which would severely inhibit our sales.

3. The initial license would call for payments for a three-year period, starting, for example, January 1, 1965. However, this meant that the time period became less and less to the purchaser as months went by. That is, a year later, we could only offer two years etc. - the 35th month we could only offer one month etc.

   Then, to compound this, our salesmen would have to lower the price every month to take into account the lesser and lesser period of protection as fractions of the initial three-year period were used up.

4. Many and highly complex rate structures for all different types of locations. Between this and No. 3 above, our salesmen would have to be "walking computers" to figure out what to quote a certain type of location and what month and year it was.

5. Complete lack of any protection as to performance fee rates after the initial time period. Our competition would use this against us.

6. Stipulation that 3M be completely responsible ad infinitum for the collection of performance fees, whether or not the owner of the tape paid us. Obviously out of the question.

7. Right to restrict selections at a future date. It is not possible to delete a certain selection from a tape in its owner's hands.

8. At our final meeting, Jules and Bernie Korman proposed, among other unacceptable items, a rate structure for all department stores which would be $2.50 per month for the first floor and $1.25 per additional floor per month.

   On, for example, a 10-storey department store, this would be $13.75 per month. Muzak, Seeburg et al, pay $2.26 per month total.

I give you the foregoing data, Mr. Ricketts, only to be sure you understand that we did everything possible to deal through ASCAP. However, because of the many and unreasonable positions they took, they forced us to try going direct to the publishers. I really had little hope in this direction but we were desperate.

We have now succeeded in accomplishing this. True enough, we do not have Chappell and some of the other powerful members of ASCAP's board but we do have enough to build the type of libraries we need and we are now definitely committed to this route and have no intention of reversing ourselves. Thus, no good purpose could be served by re-opening negotiations with ASCAP because we feel we have now found the best practical approach to successful selling in regard to the performance fee problem.

About the only objection you have been able to find to our plan, as you expressed it, is the fear that a location may continue to use a tape after the three years without paying performance fees.

The publishers who are with us on this plan are also cognizant of this but feel, and rightly so, that the immediate and future financial benefits to them in our plan of payment, both mechanical and performance, are so great that, by comparison, they aren't going to worry about this miniscule possibility.

They also feel that the majority of such locations will, in actuality, purchase new tapes, with a new three-year performance fee paid, and also they know tapes do wear out and must be replaced (with new 3-year fees paid).

Finally, as I told Herman in our last conversation several weeks ago in New York, we would be happy to give ASCAP the name and address of all locations who did not purchase a new tape after three years and ASCAP could go after them for the very high direct license fee - we would pinpoint the locations for them. Herman said ASCAP would not consider enforcing payment for publishers who came into our plan.

Conversely, BMI thought this was an excellent plan and accepted it.

Also, you mentioned that a penny per title per year seemed to be a very small fee. Both Muzak and Seeburg, by their own promotion, advertise 6000 titles in their background music repertoire. The highest performance fee they pay on behalf of a location is $30.00 per year. This figures out at the rate of 1/2 penny per title per year. We are offering twice what you are getting - and without ASCAP's overhead to consider which brings your net even lower.

Also you mentioned mechanical fees. Consider, as an example, one title of yours. Muzak will pay Harry Fox, on your behalf, $12.50 for the use of that one title for a three-year period.

They claim 30,000 locations but you get only $12.50 net for the use of that one title in all 30,000 locations. We would expect to have that same title, were we dealing with you, in 30,000 locations within three years but we would have paid you two cents mechanical fees times 30,000 or a total of $600.00 or about fifty times what Muzak pays you. And, no Harry Fox overhead taken off.

We have offered you a minimum of 200 titles out of the 700. At five cents per title per tape, $10.00 per tape, we would be paying you $30,000 in the next three years and it would go on and on after that. (See, etc.)

Considering ASCAP's total annual income from background music, deducting its overhead and then dividing the remainder over thousands of publishers, I would guess that this is more net than Chappell will receive from the entire U.S. background music industry in the next 10 years.

In the light of the above arithmetic, how can you attach so much importance to the possibility of some locations, probably a minority, not paying after the first three years.

Based upon my 17 years experience in the industry, there is not the slightest question in my mind but what this outright sale principle, practical for the first time because of 3M's great new piece of equipment, is the giant on the background music horizon. The use of music will be extended to locations which have never been prospects for any leased service.

The direct publisher deal on performance fees is unquestionably the best way to go and I believe this is too big for even ASCAP to stop.

Finally, and at the risk of being unduly forward, I should like to make a suggestion as to how all of this should be handled if the best interest of the ASCAP publishers is to be considered.

ASCAP should encourage its publishers to enter this type of plan and ASCAP should be directed by its Board to enforce direct license fees on all locations 3M advises the initial three year period has expired on. The publishers now get it both ways and ASCAP knows exactly where to go to get direct fees.

Unquestionably, once 3M has shown the way, other companies of stature are going to follow. They will make the same deal with the same publishers since they will not be able to compete with us if they have to deal with ASCAP, and there is no question in my mind but what these publishers will be delighted to derive additional revenue from 3M competitors as the new industry builds.

It is difficult for me to believe, Mr. Ricketts, that Chappell and other key ASCAP publishers of magnitude are going to deliberately exclude their great repertoire from such a new industry.

In the final analysis, considering the impossible difficulties, as described heretofore, of dealing through ASCAP on outright sale music, we come down to only two questions.

(i) Is it worthwhile to 3M (and to others who will follow our lead) to lose the great titles controlled by Chappell and other large ASCAP houses in order to make for a far better and more practical sales approach, and

(ii) can good background music libraries be built without those titles?

On both scores we must answer in the affirmative.

Thanks again for the pleasant meeting we had the other day. I hope this will give you a better understanding of this whole problem.

Cordially,

R.E. Lindgren

cc: R.H. Herzog
Allan H. Arrow

E 888

CBS v. ASCAP

ASCAP Exhibit No. 126

CBS-BMI Television Network Blanket License dated 1950 with letters extending to 1969.

E 889

50 NTV

BROADCAST MUSIC, INC.

NETWORK TELEVISION LICENSE

AGREEMENT made this 13th day of APRIL ----, 1950, between BROADCAST MUSIC, INC., a corporation organized under the laws of the State of New York (hereinafter called BMI) with principal offices in New York, New York, and COLUMBIA BROADCASTING SYSTEM, INC. ----------, a corporation organized under the laws of the State of New York (hereinafter called Network), with offices located at 485 Madison Ave., City of New York, State of New York

WITNESSETH:

I. As used in this Agreement:

(a) "Term" shall mean, and be restricted to, that period which commences as of January 1, 1949 and ends March 11, 1959, unless earlier terminated as hereinafter provided

(b) "Radio broadcasting" shall mean broadcasting (including television) in all of its forms.

(c) "Network program" shall mean, and be restricted to, any television program, whether or not it shall include visual material, broadcast over two or more of Network's affiliated stations either simultaneously or by means of "rebroadcasts," "delayed broadcasts" and "repeat broadcasts," as those terms are now understood in the broadcasting industry.

(d) "Affiliated stations" shall mean, and be restricted to, television broadcasting stations which broadcast television network programs of Network with Network's consent. A network program of Network may be originated at or by any affiliated station of Network, whether or not such originating station is broadcasting such network program. No license is hereby granted to broadcast programs over any affiliated station unless the broadcast is given on such affiliated station as part of a network program of Network.

(e) "Net receipts from advertisers after deductions" shall mean, and be restricted to, all payments, but not including items (1) to (5) inclusive below mentioned, made by advertisers and advertising agencies for the use of the facilities of Network for the broadcasting of network programs (commonly known as "time on the air" and including the reasonable value [but not in excess of card rate] of any consideration received by Network for any time used in the commercial broadcasting of network programs for which Network does not receive payment in dollars), less a 15% sales commission, whether paid or not, on the aforesaid payments, but not on items (1) to (5) inclusive, less also an additional allowance for extraordinary overhead and other expenses of network operation as compared to individual station operation equal to 10% of the aforesaid payments but not on items (1) to (5) inclusive, and less also the amounts paid by Network to the American Telephone and Telegraph Company, or any other common carrier, for the facilities used by Network during the term of this license in interconnecting affiliated stations in the United States for the purpose of broadcasting Network's network programs, or the actual cost to Network of any method of interconnection other than the present wire connection method, provided that the maximum deduction which may be taken for any and all such costs of interconnection shall not, for the

calendar year 1949 and the calendar year 1950, exceed twenty-five percent (25%) of the net receipts from sponsors, after deduction of the aforesaid sales commission of fifteen percent (15%); for the calendar year 1951 and the calendar year 1952, shall not exceed twenty percent (20%) of the net receipts from sponsors, after deduction of the aforesaid sales commission of fifteen percent (15%); for the calendar year 1953, shall not exceed fifteen percent (15%) of the net receipts from sponsors, after deduction of the aforesaid sales commission of fifteen percent (15%); and shall not for the period from January 1, 1954 to March 11, 1954 exceed fifteen percent (15%) of the net receipts from sponsors, after deduction of the aforesaid sales commission of fifteen percent (15%). The maximum deduction for each year, commencing on March 12 and ending on the following March 11, during the remainder of the term of this Agreement, shall be mutually agreed upon by the parties in writing prior to March 11, 1954, and, in the event of the failure of Network so to agree upon maximum deductions satisfactory to BMI for the balance of said term, BMI shall have the right to terminate this license at any time thereafter by giving to Network not less than one (1) year's notice in writing, and, upon the giving of said notice, this contract shall come to an end upon the date stated in such notice in the same manner as if the date so stated were the date of the ending of the term hereof defined in Paragraph "I (a)" of this Agreement. Items (1) to (5) are as follows: (1) payments made by advertisers and advertising agencies for the broadcasting of political programs; (2) payments made by advertisers and advertising agencies for the broadcasting of programs presented by transcription (including filmed and other television recordings), if payment for the right to perform, over Network's network, the musical works embodied in such transcription program, has been made at the source; (3) payments made by advertisers and advertising agencies for the broadcasting of network programs with respect to affiliated stations located without the United States, other than as to such foreign stations as shall be included in this license by the provisions of Article II, for the period of their inclusion; (4) time, frequency and dollar volume discounts actually allowed and paid; (5) advertising agency commissions not in excess of 15%, actually allowed and paid to a recognized advertising agency not owned or controlled by Network.

(f) "United States" shall mean, and be restricted to, the continental United States of America, its territories and possessions, as now constituted, or as hereafter constituted during the term of this license.

II. BMI hereby grants to Network, for the term hereof, a non-exclusive license to perform, or cause to be performed, in the United States, by television broadcasting over the television network known as CBS TELEVISION and over regional and other portions thereof, now or hereafter regularly constituted, on Network's network programs over or through Network's affiliated stations, all musical works, the copyrights or rights to grant broadcasting performing licenses of which BMI may, during the term hereof, own. BMI will not interfere with the transmission of Network's programs to affiliated stations located outside of the United States, but nothing herein contained shall be deemed to grant to any station outside of the United States the right to perform the musical works licensed hereunder, it being understood that such stations require licenses from the owners of the performing rights in such foreign countries. Anything above to the contrary notwithstanding, BMI agrees that this license (or that part of the term during which and with respect to that foreign country in which the following condition shall exist) shall include the broadcasting of BMI's above described musical works on Network's network programs over or through Network's affiliated stations in any foreign country in which BMI does not attempt to license radio broadcasting stations, either directly or indirectly through a subsidiary company, an agent, by a grant of performing rights in such foreign country to a third party, or by any other method or means whatsoever. BMI agrees to deliver to Network, from time to time during the term hereof, lists of musical works covered by this license. The rights granted hereby shall include the right to broadcast dramatic performances of each such musical work unless BMI at any time shall have given notice to Network that it does not own the dramatic performing rights thereof.

The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform for profit the musical works licensed hereunder, and regardless of the manner, means or method of such origination.

III. Network agrees to pay to BMI, as an annual license fee hereunder, a sum not in excess of 1.2% of the "net receipts from advertisers after deductions" during the contract year then current. Payment shall

be made on or before the twentieth day of each month covering the period of the preceding calendar month for the maximum amount payable hereunder, based on net receipts from advertisers after deductions during said calendar month, unless BMI shall, prior thereto, notify Network that such payment shall be reduced, postponed or waived. In the event of a reduction, the reduced amount shall be paid when due; and in the event of a postponement, the amount due shall be paid on the postponed date specified by BMI.

Network shall render monthly statements to BMI, on or before the twentieth day of each month, covering the period of the preceding calendar month with respect to payments made by advertisers and advertising agencies for the use of the facilities of Network for the broadcasting of network programs and showing all deductions in order to arrive at "net receipts from advertisers after deductions" as herein provided. All payments and consideration received by Network subsequent to the termination of this agreement with respect to broadcasts made during the term hereof shall be accounted for by Network as and when such payments are received by Network. In the event that Network shall fail to make any payment or render any accounting statement under this agreement, when and as due, BMI may, in addition to any and all other remedies which it has at law or in equity, terminate this license upon thirty (30) days' notice in writing, and this license shall thereupon so terminate at the end of such period unless said default shall previously have been cured.

IV. BMI agrees to indemnify, save and hold harmless and to defend Network, its affiliated stations, advertisers and their advertising agencies, and its and their officers, employes and artists, from and against all claims, demands and suits that may be made or brought against them or any of them with respect to the performance under this license agreement of any material licensed hereunder, provided that this indemnity shall not apply to broadcasts of any musical work performed by Network after written request from BMI to Network that Network refrain from performance thereof. Network agrees to give BMI immediate notice of any such claim, demand or suit, and agrees immediately to deliver to BMI all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit, and Network shall cooperate fully with BMI therein.

V. This license shall be non-assignable except to the person, firm or corporation acquiring, by sale or transfer from Network, all, or substantially all, of the facilities of Network's network, and upon assignment to such person, firm or corporation and upon the acceptance in form approved by BMI of the application of Network hereunder, the assignor shall be relieved of future liability under this agreement.

VI. Network agrees to furnish to BMI weekly lists of Network's performances of musical works under this license, indicating the musical works performed, by title and composer, or by such other convenient method as may be designated by BMI and, wherever and to the extent feasible, containing also the call letters of the affiliated stations over which each program is broadcast, but in case Network is a regional network as distinguished from a national network, it need not furnish such lists for more than six (6) weeks of each year of the term. Network agrees to furnish to BMI, promptly after the signing of this license, a list by call letters and cities of all of its affiliated stations and thereafter to furnish, with each monthly accounting statement, a supplementary list showing stations, by call letters and cities, added or deleted since the date of the list next previous.

VII. In the event that governmental rules or regulations are enacted which require the issuance of a governmental license for the carrying on of network operations, and in the event that Network is denied such license, or in the event that after such license is granted to Network the same is revoked or not renewed, or in the event that governmental rules or regulations are enacted which forbid the transmission by Network of commercial programs to Network's affiliated stations, or to a substantial proportion of Network's affiliated stations, Network may notify BMI thereof, and BMI, within ten (10) days of the receipt of such notice shall, by written notice to Network, at BMI's option, either terminate or suspend this license and all payments and service hereunder for the period that such condition continues. In the event that BMI elects to so suspend this license, such suspension shall not continue for longer than six (6) months, and this license shall automatically terminate at the end of six (6) months' suspension. In the event that the condition giving rise to the suspension shall continue for less than six (6) months, BMI, at its option, and on written notice to Network, may reinstate this license at any time within thirty (30) days after the cessation of such condition.

VIII. In the event that there shall be any dispute or controversy arising under this agreement, or out of the interpretation thereof, or based upon the breach thereof, the same shall be determined by arbitration held at the offices of the American Arbitration Association in the City of New York and in accordance with the rules and regulations of such Association prevailing at the time of the demand for arbitration by either party hereto, and the decision of the arbitrator or arbitrators shall be final and binding upon both parties hereto. Each party shall, on written notice to the other, appoint an arbitrator. In the event that within ten (10) days after the giving of such notice by one party, the other shall not by written notice appoint another arbitrator, then the arbitrator first appointed shall be the sole arbitrator. When two arbitrators have been appointed they shall, if possible, agree upon a third arbitrator and shall appoint him by notice in writing, in triplicate, signed by both of them, one of which triplicate notices shall be given to each party hereto. If ten (10) days shall elapse after the appointment of the second arbitrator without notice of the appointment of the third arbitrator having been given, then either party (or both) may, in writing, request the person, who is at the time President of the American Arbitration Association, to appoint the third arbitrator. Upon the appointment of the third arbitrator, the three arbitrators shall hold a hearing (or if the first arbitrator is the sole arbitrator, he shall hold a hearing) and give opportunity to each party hereto to present his case in the presence of the other, and shall then make their (or his) award. The award of the majority of the arbitrators (or if the first arbitrator is the sole arbitrator, his award) shall be binding upon the parties hereto and judgment therefor may be, but need not be, entered thereon in any court having jurisdiction, and this agreement shall be deemed to be modified accordingly. Such award shall include the fixing of the expenses of the arbitration, which shall be borne by the unsuccessful party.

IX. All notices required or permitted to be given hereunder shall be duly and properly given if mailed to the party to whom such notice is required or permitted to be given, by United States mail, postage prepaid, addressed to said party at its main office for the transaction of business. This agreement constitutes the entire understanding between the parties and shall be construed in accordance with the laws of the State of New York.

BROADCAST MUSIC, INC.

By _____
President

CCLUMBIA BROADCASTING SYSTEM, INC.

By _____
Joseph H. Ream
Executive Vice-President

COLUMBIA BROADCASTING SYSTEM, INC.
485 MADISON AVENUE, NEW YORK 22, N.Y.
PLAZA 5-2000

E 893

JOSEPH H. HEAD
EXECUTIVE VICE PRESIDENT

April 13, 1950

Broadcast Music, Inc.
580 Fifth Avenue
New York 19, New York

Gentlemen:

We are transmitting to you herewith a NETWORK TELEVISION LICENSE, executed by us, for the CBS television network.

We do not care to avail ourselves of an alternative per program basis of licensing during the term of this license.

You confirm to us that the foregoing license carries with it the right to perform the musical works, the right to grant television performing licenses of which you may own, by television broadcasting over experimental stations, not commercially licensed, which are operated by us. You also confirm that such license gives us the right to do those incidental things, including, but not in limitation of the foregoing, the making of arrangements of the said musical works, which have always been considered part of license agreements by reason of custom prevailing in the broadcasting industry.

We agree that, where television broadcasting is conducted on a commercial basis over any station owned or operated by us during the period of the aforementioned agreement, or any part thereof, we shall

apply for and execute, and you agree to grant to us, a separate license, in your customary form, for each such commercially operated television station owned or operated by us.

In clarification of Paragraph "I (e)" of said license executed simultaneously herewith, it is understood that, in the event of our failure to agree, as provided therein, upon maximum deductions satisfactory to BMI for the remainder of the term of the agreement after March 11, 1954, there shall be no maximum limitation upon the amount of such deductions subsequent to March 11, 1954.

In clarification of Paragraph "VI" of our license executed simultaneously herewith, you agree that you will regard it as a convenient method, designated by you within the meaning of Paragraph "VI," if, with respect to the broadcasting of motion pictures, we make available to you on request any music cue sheet or other information that we have with respect to the musical content of such film, and, in the absence of such cue sheet or other information, if we identify the motion picture film by its title, the name of the producer where available, and the copyright notice thereof where available, and, wherever and to the extent feasible, name the stations over which the film is broadcast. In the event that the aforesaid method of reporting the musical content of motion picture film is, on or before March 11, 1954, no longer in use by us, pursuant to any contract with any other major music licensing organization, you reserve the right to discontinue such method after said date.

It is further understood that we shall have the right, for a period of sixty (60) days subsequent to the end of the term

of the license executed simultaneously herewith, to broadcast filmed and other television recordings made by us of live programs broadcast during the term of said license, it being understood that payment shall be made to you with respect to such subsequent broadcasts in accordance with the terms of our said license.

It is also understood that, for the term of said license executed simultaneously herewith, we will have the benefits and privileges accorded to stockholder-licensees under the provisions of Article IX of the First Renewal Performing Right License Agreement.

We will, not later than thirty (30) days from date hereof, render an accounting and make payment to you for the amount due you for the period from January 1, 1949 to March 31, 1950, and you agree that there is no payment due to you arising out of any television broadcasting by us prior to January 1, 1949.

Yours very truly,

COLUMBIA BROADCASTING SYSTEM, INC.

By

ACCEPTED:

BROADCAST MUSIC, INC.

By

President

E 896

BROADCAST MUSIC, INC.

580 Fifth Avenue, New York, N.Y.

Columbia Broadcasting System, Inc.,
485 Madison Avenue,
New York, New York.

April 20, 1950

Attention of Mr. Henry Bound

Gentlemen:-

We have been requested to write you to confirm our policy with respect to the recording of musical compositions on film by means of kinescope recordings of live network broadcasts.

If such films are used solely in a manner which is analogous to the uses of transcriptions which, in sound broadcasting, have been termed "delayed network broadcasting," for the purpose of audition, and for the purpose of your office files, we regard such recording right as an incident to the performing right, and will not require additional payment, and you will not require special or additional licenses from us.

In so far as all other uses of film are concerned, it will, of course, be necessary for your company to clear with our affiliated publishers in advance, but we will be very glad to furnish you with all necessary information with respect to such uses, and to act as your intermediary wherever desired.

Yours very truly,

BROADCAST MUSIC, INC.

By

Vice-President

E 897

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-5555

March 11, 1959

Broadcast Music Inc.
589 Fifth Avenue
New York 17, N. Y.

Gentlemen:

We hereby renew the Network Television Blanket agreement between us, dated April 13, 1950, as interpreted and modified by our letter to you, dated April 13, 1950, and your letters to us, dated April 20, 1950 and June 4, 1954, upon all the terms and conditions thereof for an additional term commencing March 12, 1959 and ending March 11, 1962.

Very truly yours,

ACCEPTED AND AGREED:

BROADCAST MUSIC INC.

By _____
(Title)
President

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____
(Title)
Vice President
Business Manager, Talent
and Contract Properties

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CBS TELEVISION NETWORK E 898

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-5555

March 11, 1959

Broadcast Music, Inc.
598 Fifth Avenue
New York 17, New York

Gentlemen:

We refer to the Network Television License between us dated April 13, 1950, as interpreted and modified, and as renewed as of the date hereof.

You and we have agreed that the Network Television License incorporates, as an incident to the performing right, the following rights with respect to the musical works included therein:

(i) the right, exercisable before, during or after a broadcast transmission, to record such musical works by means of tape, wire, film, disc or any other similar or dissimilar method of recording television programs whether now known or hereafter developed; and

(ii) the right to authorize "affiliated stations", as defined in subparagraph (d) of paragraph I of the Network Television License, to make recordings as provided in subdivision (i) hereof; and

(iii) the right to use such recordings as follows:

A. for the making of regularly scheduled network broadcasts;
B. for the making of delayed and supplemental broadcasts, as these terms are commonly used in the broadcasting industry;
C. for file, reference, audition and sales purposes.

(iv) the right to authorize the making and use of such recordings for broadcast by any stations owned or operated by or for the United States Department of Defense.

Very truly yours,

CBS TELEVISION NETWORK
A Division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC

By _____

3-11-59

CBS TELEVISION NETWORK E-899

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-2345

April 30, 1959

Broadcast Music, Inc.
589 Fifth Avenue
New York 17, New York

Gentlemen:

We refer to the Network Television License between us, dated April 13, 1950, as interpreted and modified and renewed on the date hereof, and to our supplemental letter of March 11, 1959.

We wish to confirm our understanding that nothing contained in our said supplemental letter of March 11, 1959 shall be deemed to grant us any right to authorize the performance of any musical works by any station owned or operated by or for the United States Department of Defense. We also wish to confirm that the term "supplemental broadcast," as used in sub-paragraph B of Paragraph iii of our said letter of March 11, 1959, refers to the delayed broadcast of a television program on a supplemental station as that term is commonly used in the broadcasting industry.

As herein further modified, the Network Television License is hereby ratified and confirmed.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____

E 900

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK · PLAZA 1-2345

August 10, 1962

Broadcast Music, Inc.
509 Fifth Avenue
New York 17, New York

Gentlemen:

We hereby extend the Network Television Licence Agreement upon all of the same terms and conditions therein contained for an additional term commencing September 16, 1962 and ending March 11, 1963. As used herein the "Network Television Licence Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1959 and March 7, 1962), as interpreted and modified by our letters to you, dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us, dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____

E 901

CBS TELEVISION NETWORK

A division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-2345

December 20 1952

Broadcast Music, Inc.
589 Fifth Avenue
New York 17, New York

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing March 12, 1963, and ending September 15, 1963. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1959 and March 7, 1962), as interpreted and modified by our letters to you, dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us, dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

FJK

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____
Vice President

3cm

E 902

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-2345

August 5, 1963

Broadcast Music, Inc.
589 Fifth Avenue
New York 17, New York

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing September 16, 1963, and ending March 11, 1964. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1959, March 7, 1962, August 10, 1962 and December 20, 1962), as interpreted and modified by our letters to you, dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us, dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____

E 903

February 23, 1954

Broadcast Music, Inc.
589 Fifth Avenue
New York 17, New York

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing March 12, 1954, and ending August 31, 1954. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1952, March 7, 1952, August 20, 1952, December 20, 1952 and August 5, 1953), as interpreted and modified by our letters to you dated April 13, 1950, March 11, 1952 and April 30, 1952, and your letters to us dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

For

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By

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J H

E 904

August 11, 1964

Broadcast Music, Inc.
589 Fifth Avenue
New York 17, New York

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing September 1, 1964 and ending December 31, 1964. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1959, March 7, 1962, August 10, 1962, December 20, 1962, August 5, 1963 and February 28, 1964), as interpreted and modified by our letters to you dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____

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E 905

December 17, 1964

Broadcast Music, Inc.
589 Fifth Avenue
New York City, New York 10020

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing January 1, 1965 and ending March 11, 1965. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us, dated April 13, 1950 (as extended by letter agreements dated March 11, 1959, March 7, 1962, August 10, 1962, December 20, 1962, August 5, 1963, February 28, 1964 and August 11, 1964), as interpreted and modified by our letters to you dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By

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Television Network Blanket 4/13/50 A

E 906

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.

485 MADISON AVENUE, NEW YORK 22, NEW YORK • PLAZA 1-2345

February 26, 1965

Broadcast Music, Inc.
589 Fifth Avenue
New York, New York 10020

Gentlemen:

We hereby extend the Network Television License Agreement upon all of the same terms and conditions therein contained for an additional term commencing March 12, 1965 and continuing until terminated by either party hereto by giving the other party 60 days' notice thereof. As used herein the "Network Television License Agreement" means that certain written Agreement between you and us dated April 13, 1950 (as extended by letter agreements dated March 11, 1959, March 7, 1962, August 10, 1962, December 20, 1962, August 5, 1963, February 28, 1964, August 11, 1964 and December 17, 1964), as interpreted and modified by our letters to you dated April 13, 1950, March 11, 1959 and April 30, 1959, and your letters to us dated April 20, 1950 and June 4, 1954.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

ACCEPTED AND AGREED:

BROADCAST MUSIC, INC.

By _____

CBS v. ASCAP E 907

ASCAP Exhibit No. 127

CBS-ASCAP TV Network Blanket License agreements dated 10/17/49, 2/19/54, 1/10/58, and 12/18/69.

Ax-127

10/17/49

E 908

BLANKET NETWORK TELEVISION LICENSE

AGREEMENT made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (herein referred to as "SOCIETY") and COLUMBIA BROADCASTING SYSTEM, INC., a New York corporation, (herein referred to as "LICENSEE") as follows:

1. A. SOCIETY grants to LICENSEE and LICENSEE accepts for a period commencing as of January 1, 1949, and ending December 31, 1953, a license to perform publicly or to cause to be performed publicly in the United States by television broadcasting on LICENSEE'S network television programs over or through any and all of LICENSEE'S affiliated stations, non-dramatic performances of the separate musical compositions heretofore copyrighted, composed or written by those members of SOCIETY listed in Schedule "A" attached hereto (as the same may be augmented from time to time) and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights. As additional members of SOCIETY hereafter grant to SOCIETY the right to license performances by means of television broadcasting, such additional members will be added to those listed in Schedule "A" as of the date upon which SOCIETY acquires such rights.

B. So long as LICENSEE shall fully perform each and all of its obligations hereunder, SOCIETY will not interfere with the transmission of LICENSEE'S network television programs to television broadcasting stations located in countries outside the United States; but nothing herein contained shall be deemed to grant to any television broadcasting station outside the United States the right to perform the compositions licensed hereunder, it being understood that such foreign stations must obtain licenses from the owners of the performing rights in the country in which such foreign stations are located.

C. This license does not extend to or include the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture

form); provided, however, that the rights granted to LICENSEE under this agreement shall be deemed to include a grant of the right to make non-dramatic performances of compositions licensed hereunder by the television broadcasting of a motion picture containing such compositions if the rights in such motion picture other than those licensed under this agreement have been obtained from the parties in interest.

Nothing herein contained shall be deemed to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

The definition of the terms "dramatic" and "non-dramatic" performances contained in this Sub-

paragraph "C" are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of the parties subsequent to the expiration thereof or for any purpose other than this agreement.

D. Except as expressly herein otherwise provided, nothing herein contained shall be construed as authorizing LICENSEE to grant to others any right to reproduce or perform publicly for profit by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to perform publicly or reproduce the same for profit, by any means, method or process whatsoever.

E. "The United States" as used in this agreement shall be deemed to include its territories, dependencies and possessions during the term hereof, including but not limited to Puerto Rico, Alaska, Hawaii, Virgin Islands and the Canal Zone. To the extent that and so long as SOCIETY has and directly exercises the right to license the non-dramatic public performance of musical compositions by television broadcasting in the Republic of the Philippines, the term "The United States" as used in this agreement shall include such Republic.

2. A. No license is hereby granted to broadcast programs over any station unless such broadcast is

given on such station as part of a network television program of LICENSEE. LICENSEE agrees to furnish to SOCIETY upon the execution of this agreement a list of all LICENSEE'S affiliated stations and to furnish on or before the tenth day of each month additional lists showing all LICENSEE'S affiliated stations as of the last day of the preceding month.

B. "Network television program" as used in this agreement shall be deemed to mean a program, whether or not such program shall include visual material, broadcast over two or more of LICENSEE'S affiliated stations simultaneously or by so-called "delayed" or "repeat" broadcasts (sometimes known as "rebroadcasts"). A network television program of LICENSEE may be originated at or by any affiliated station broadcasting such network television program regardless of the manner, means, or method of such origination. LICENSEE'S network television programs may also so originate in any place other than at such stations whether or not such other place is licensed to perform publicly for profit the compositions licensed hereunder, but nothing herein contained shall be deemed to grant a license to such place itself (or to the parties responsible for the performance therein) for the public performance for profit in such place of any such compositions.

HHJr

C. "LICENSEE'S affiliated stations" or "affiliated stations" as used in this agreement shall be deemed to mean all television broadcasting stations in the United States which regularly broadcast LICENSEE'S network television programs or which appear on LICENSEE'S network television rate cards and which (a) are interconnected with LICENSEE'S television network by co-axial cable, wire, television relay or any other means whatsoever, or (b) pending the availability of such means of interconnecting the stations with the network at an expenditure which is not unreasonable in comparison with the cost of interconnecting LICENSEE'S other affiliated stations, are parties to non-interconnected affiliation agreements with LICENSEE. Such stations shall only be deemed to be affiliated stations so long as they regularly broadcast such programs or appear on such rate cards, as the case may be. All television broadcasting stations in the United States which are owned and operated by LICENSEE and which broadcast LICENSEE'S network television programs shall be deemed to be affiliated stations for the purposes of this agreement, whether or not they appear on LICENSEE'S network television rate cards.

D. "LICENSEE'S occasional affiliated stations" as used in this agreement shall be deemed to mean television broadcasting stations not on LICENSEE'S television network rate cards to which LICENSEE only supplies network commercial television programs on the specific request of sponsors or to which LICENSEE only

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supplies occasional network sustaining television programs of such national or public scope as a Presidential address or inauguration, addresses by internationally prominent governmental officials, a Eucharistic Congress, the launching of a battleship, or other sustaining television programs of equal public importance in the public interest, and such stations shall be deemed to be affiliated stations of LICENSEE solely for the purpose of such network commercial television programs or such occasional network sustaining television programs, as the case may be, and shall not be deemed affiliated with LICENSEE for any other purpose.

3. A. LICENSEE agrees to furnish to SOCIETY during the term of this agreement a list of all musical compositions (or, at the option of LICENSEE, a list of all musical compositions licensed hereunder) broadcast on network television programs of LICENSEE, showing the stations over which such programs are broadcast, the title of each composition and the composer and author thereof, and a brief notation of the scenery and costumes used.

B. At the request of SOCIETY, LICENSEE will furnish to SOCIETY the dialogue, if any, used in specified programs. SOCIETY will only ask for dialogue where it is reasonably necessary for its purposes. In cases where dialogue is only available in recorded form it will be sufficient for LICENSEE to permit SOCIETY to

screen the recording. When the dialogue is available in written form in any of the cities where SOCIETY has an office and it is inconvenient for LICENSEE to make an additional copy, it will be sufficient if LICENSEE permits a representative of SOCIETY to examine the file copy of the dialogue at LICENSEE'S office. LICENSEE will have no obligation to furnish SOCIETY with dialogue in cases where it does not have within its control either a written or recorded version of the dialogue.

C. With respect to motion pictures broadcast on network television programs of LICENSEE, LICENSEE'S obligations under Sub-paragraphs "A" and "B" of this Paragraph"3" shall be deemed to have been complied with if LICENSEE shall identify the picture for SOCIETY by its title, the name of the producer where available, and the copyright notice contained therein where available, and shall show the stations over which such programs are broadcast. If SOCIETY does not have a music cue sheet for such picture, and LICENSEE does have such a sheet, LICENSEE shall make such music cue sheet available to SOCIETY for examination at SOCIETY'S request and SOCIETY shall return such sheet to LICENSEE promptly.

D. The provisions of Sub-paragraphs "B" and "C" of this Paragraph "3" shall not limit LICENSEE'S obligation to cooperate with SOCIETY in connection with any claim, demand or action referred to in Paragraph "9A" of this agreement.

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4. A. The members of SOCIETY shall have the right, at any time and from time to time, in good faith, to restrict the television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be at any time thus restricted shall not exceed 750 and moreover that limited licenses will be granted upon application to SOCIETY entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial television broadcast thereof, be restricted for the

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purpose of confining further television broadcasts thereof to a particular artist, station, network or program.

B. SOCIETY reserves the further right, at any time and from time to time, in good faith, to restrict the television broadcasting of any compositions, over and above the number specified in the previous paragraph, only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of SOCIETY or on a claim by a non-member of SOCIETY or by a member not listed in Schedule "A", as the same may be augmented from time to time, that SOCIETY does not have the right to license the public performance of such composition by television broadcasting.

5. A. In consideration of the license herein granted, LICENSEE agrees to pay to SOCIETY the following:

a. SUSTAINING FEE: For each calendar month during the term hereof (i) a sum of SIXTEEN AND 67/100 DOLLARS ($16.67) for each of LICENSEE'S affiliated stations which is not affiliated on the last day of such month with any other television network having a network blanket license agreement with SOCIETY; (ii) a sum of TWELVE AND 50/100 DOLLARS ($12.50) for each of

LICENSEE'S affiliated stations which is also affiliated on the last day of such month with one other television network having a network blanket license agreement with SOCIETY; and (iii) a sum of EIGHT AND 33/100 DOLLARS ($8.33) for each of LICENSEE'S affiliated stations which is affiliated on the last day of such month with two or more other television networks having network blanket license agreements with SOCIETY. No sustaining fee will be paid hereunder for LICENSEE'S occasional affiliated stations.

b. COMMERCIAL FEE: In addition, a sum equal to 2-3/4% of its "net receipts from sponsors after deductions", and

c. ADDITIONAL FEE: An additional sum equal to 10% of the aggregate of the fees computed under subdivisions "a" and "b" of this Sub-paragraph "A".

B. The term "net receipts from sponsors" as used in this agreement shall be deemed to mean the gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs, as defined herein, less any advertising agency commission not to exceed 15% actually allowed to a recognized ad-

vertising agency not owned or controlled by LICENSEE, or, in the case of co-operative programs, by the affiliated station allowing such commission.

C. The term "net receipts from sponsors after deductions" as used in this agreement shall be deemed to mean net receipts from sponsors, less the sum of the following deductions:

a. The amount paid by LICENSEE to the American Telephone and Telegraph Company, or any other common carrier, for the facilities used by LICENSEE at any time during the term hereof in interconnecting LICENSEE'S affiliated stations (other than its occasional affiliated stations to which LICENSEE supplies occasional network sustaining television programs) for the purpose of broadcasting network television programs. In the event that LICENSEE obtains facilities for the interconnection of such affiliated stations for such purpose from any source other than the American Telephone and Telegraph Company or any other common carrier, then the cost to LICENSEE of such other facilities shall likewise be deductible. In the event that LICENSEE supplies its own facilities for the interconnection of such affiliated stations for such purpose, then the cost to LICENSEE of furnishing and operating such facilities shall likewise be deductible, but in no event shall such deduction exceed the amount which would have been deductible if common carrier facilities had been used for such purpose. However, the cost of recording LICENSEE'S

network television programs by so-called kinescope recordings, or other means, and furnishing such recordings to affiliated stations shall not be deemed to be a payment for facilities for such interconnection.

The maximum deduction which may be taken under this subdivision "a" shall be a sum equal to the following percentages of the net receipts from sponsors after the deduction of the sales commission of 15% of such net receipts provided for in subdivision "b" of this Sub-paragraph "C":

25%	for	the	year	1949
25%	"	"	"	1950
20%	"	"	"	1951
20%	"	"	"	1952
15%	"	"	"	1953

b. A sales commission on the net receipts from sponsors equal to 15% of such net receipts.

D. The term "gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs" as used in this agreement shall be deemed to mean all payments made (whether in money or in any other form) by or on behalf of the sponsor of each program for the use of LICENSEE'S television broadcasting facilities for all such network television programs, after deducting only rate card discounts, quantity and/or frequency, actually allowed, and whether such payment shall have been made directly to LICENSEE or to any other persons,

firms or corporations. Where merchandise, services or any thing or service of value is received in lieu of cash consideration for the use of LICENSEE'S network television broadcasting facilities, the same shall be described and the reasonable value thereof determined and accounting made to SOCIETY upon the same basis as if a regular billing had been made by LICENSEE therefor in a sum equal to such reasonable value which in no event shall be deemed to exceed LICENSEE'S prevailing published card rate for such television broadcasting facilities.

E. No payment shall be required hereunder with respect to bona fide charges for the use of facilities furnished by LICENSEE to sponsors other than for time on the air, as such, provided:

a. that such charges are itemized separately when billed to the sponsors or their advertising agencies; and

b. that such charges are in addition to LICENSEE'S published applicable card rate (less applicable rate card discounts, quantity and/or frequency, actually allowed) for the use of LICENSEE'S television broadcasting facilities (i. e., time on the air) for the actual broadcast.

F. a. Co-operative programs are programs which are furnished by LICENSEE to its affiliated stations under an arrangement permitting an affiliate to

broadcast such programs on a sustaining basis or on a commercial basis under the sponsorship of a local, regional or national advertiser contracting directly with such affiliated station or its representative for the incorporation of the commercial credits of such advertiser into the program as broadcast by such affiliated station. For the purposes of this agreement only, and without prejudice to the position of SOCIETY or LICENSEE or of its affiliated stations as to the status of co-operative programs under SOCIETY'S non-visual broadcasting licenses, such co-operative television programs of LICENSEE shall be deemed to be LICENSEE'S network television programs covered by this agreement.

b. In the case of co-operative television programs the term "gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs" as used in this agreement shall be deemed to mean the aggregate of the rate card rates therefor applicable to each of the particular sponsors (local, regional or national, as the case may be) and to the periods occupied by co-operative programs at the respective affiliated stations where such programs are commercially sponsored, after deducting only rate card discounts, quantity and/or frequency, actually allowed, except that in the case of package sales of

time and talent combined, the rate card discounts, quantity and/or frequency, to be deducted from the rate card rates shall be those applicable, in accordance with such affiliate's rate card, to each of the particular sponsors (local, regional or national, as the case may be) to whom such package sales are made and to the periods occupied by such co-operative programs at the respective affiliated stations where the programs which are the subject of such package sales are commercially sponsored, as certified to LICENSEE by such respective affiliates.

c. LICENSEE agrees that a condition of its supplying co-operative programs to any affiliated station with the right to sell such co-operative programs locally shall be that SOCIETY'S right to audit the books of such affiliated station under any local television agreement between SOCIETY and such affiliated station shall be deemed to extend to the matters specified in subdivision "b" of this Sub-paragraph "F" and any advertising agency commission deducted in accordance with the provisions of Sub-paragraph "B" of this Paragraph "5" with respect to such affiliated station in connection with LICENSEE'S co-operative programs. In the event that such audit establishes that any certification by any affiliated station pursuant to subdivision "b" of this Sub-paragraph "F", or to Sub-paragraph "B" of this Paragraph "5", is incorrect, the amounts paid SOCIETY

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by LICENSEE based upon such certification shall be correspondingly adjusted, but no such adjustmert shall be made as to broadcasts made more than thirty (30) months prior to receipt of notice from SOCIETY that a discrepancy exists between the amounts paid and payable hereunder with respect to such broadcasts.

G. No payment shall be required hereunder with respect to any sums received from political network television programs of LICENSEE, nor shall any payment be required with respect to broadcasts of LICENSEE'S network television programs over or through stations located outside the United States, and such foreign stations are not hereby granted any right to perform the compositions licensed hereunder.

H. No payment shall be required hereunder with respect to a network commercial television program of LICENSEE presented by a motion picture or by transcription if a license has been granted by SOCIETY (as distinguished from its members) at the source to perform on such network commercial television program by means of such motion picture or by such transcription, as the case may be, the musical compositions embodied therein.

I. If any network television program

of LICENSEE produced solely for broadcasting purposes is presented in a studio, auditorium or hall where an audience is admitted free of charge, or where the entire admittance charge is paid to an eleemosynary institution which shall request a gratuitous license from SOCIETY, no additional royalties or fees shall be charged by reason of the presence of such audience.

6. A. As to SUSTAINING FEE, LICENSEE shall on the twentieth day of each month pay to SOCIETY the estimated SUSTAINING FEE and ADDITIONAL FEE applicable thereto payable by LICENSEE to SOCIETY hereunder for the preceding month of the term hereof. As soon as reasonably possible after receipt by SOCIETY of the necessary information, SOCIETY will submit to LICENSEE an adjusted statement of sustaining fee and additional fee applicable thereto for each such month, and such fees for such month shall be adjusted promptly.

B. As to COMMERCIAL FEE and ADDITIONAL FEE applicable thereto, LICENSEE shall render monthly statements to SOCIETY on or before the twentieth day of each month covering the period of the preceding calendar month, on forms supplied gratis by SOCIETY, with respect to all gross amounts paid for the use of television broadcasting facilities for LICENSEE'S network television programs,

and also showing all deductions in order to arrive at "net receipts from sponsors" and "net receipts from sponsors after deductions" as herein provided, without exception, and the percentage thereof payable to SOCIETY, which statements shall be rendered under oath and accompanied by remittance due SOCIETY under the terms hereof.

C. Accountings and payments shall be made on a billing basis, with a right of deduction or rebate for bad accounts and discounts allowed or rebates paid. All billings made subsequent to the termination of this agreement with respect to network television broadcasts made during the term hereof shall be accounted for by LICENSEE as and when such billings are made by LICENSEE.

7. SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any statement of accounting required pursuant hereto. SOCIETY shall consider all data and information coming to its attention as a result of any such examination of books and records as completely and entirely confidential.

8. Upon any breach or default by LICENSEE of any terms herein contained relating to the reports, accountings or payments required to be made by LICENSEE,

SOCIETY may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within said thirty (30) days, SOCIETY may then promptly terminate this license.

9. A. SOCIETY agrees to indemnify, save and hold LICENSEE, its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them harmless, and defend LICENSEE, its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them from and against any claim, demand or suit that may be made or brought against them or any of them with respect to performances given on LICENSEE'S network television programs during the term hereof in accordance with this license of (a) "cleared compositions", or (b) musical compositions heretofore copyrighted, composed or written by members of SOCIETY listed in Schedule "A" as augmented from time to time and now or hereafter during the term hereof in the repertory of SOCIETY, or (c) musical compositions hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or (d) musical compositions which SOCIETY shall hereafter certify in writing to LICENSEE as musical compositions copyrighted, composed or written by such members of SOCIETY and included in SOCIETY'S repertory for the purposes of this agreement, or (e) musical compositions "deemed to be included in the

repertory of SOCIETY" in accordance with the provisions of Sub-paragraph "C" of this Paragraph "9". In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account of any such matter as is hereinabove referred to, LICENSEE shall promptly give SOCIETY written notice thereof and simultaneously therewith deliver to SOCIETY any such notice, process, paper or pleading, or a copy thereof, and SOCIETY at its own expense shall have sole charge of the defense of any such action or proceeding. LICENSEE, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the defense of any such action or proceeding and with whom counsel for SOCIETY shall cooperate. LICENSEE shall cooperate with SOCIETY in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds or other instruments, but at the sole expense of SOCIETY, that may be required in order properly to defend and resist any such action or proceeding, and prosecute any appeals taken therein. In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account of the performance on LICENSEE'S network television programs of any musical composition (other than a "cleared composition") contained in the repertory of SOCIETY but not heretofore or hereafter

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during the term hereof copyrighted, composed or written by members of SOCIETY and not certified by SOCIETY as a musical composition copyrighted, composed or written by members of SOCIETY, SOCIETY agrees at the request of LICENSEE to cooperate with and assist LICENSEE in the defense of any such action or proceeding, and in any appeals that LICENSEE may elect to take from any judgments or orders entered therein.

B. As used in this Paragraph "9", a "cleared composition" shall mean any composition in the repertory of SOCIETY, not copyrighted, composed or written by a member of SOCIETY, which SOCIETY shall have notified LICENSEE is a composition with respect to which SOCIETY is willing to indemnify LICENSEE, provided that the performance of such composition shall be made on the specific network television program of LICENSEE for which a clearance shall have been given by SOCIETY; provided further, however, that in the event that SOCIETY notifies LICENSEE in writing that it is willing to clear such a composition without limitation to a specific program, such composition shall thereafter be regarded as a "cleared composition" until such time as SOCIETY shall rescind such clearance.

C. For the purpose of this Paragraph "9" only, any musical composition (other than a musical composition or group of musical compositions expressly excepted

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therefrom or that may be restricted because of the operation of Paragraph "4" hereof) which is listed in either

(a) the perforated sheets known as the "ASCAP Index" previously furnished by SOCIETY to LICENSEE, or

(b) the bound volume entitled "ASCAP Index 1942",

as the same may have been revised heretofore or as the same may hereafter be revised, as a musical composition heretofore copyrighted by a present member of SOCIETY listed in Schedule "A" as such list of present members may be augmented from time to time shall be deemed to be included in the repertory of SOCIETY. SOCIETY shall have the right to make reasonable revisions in such Indices from time to time, provided, however, that no such revision and no exception referred to above shall be effective as to any broadcast of LICENSEE'S network programs made, or delayed or repeat broadcasts thereof scheduled, prior to the date on which LICENSEE shall have received notice of such revision or exception. Nothing in this Sub-paragraph "C" shall be deemed to limit LICENSEE'S rights or to limit or affect LICENSEE'S obligations to pay the license fees payable under this agreement or to limit SOCIETY'S obligations to indemnify as provided in Sub-paragraph "A" of this Paragraph "9".

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D. The provisions contained in this Paragraph "9" shall apply to LICENSEE'S affiliated stations, sponsors and their advertising agencies, and its or their artists, as to LICENSEE'S network television programs with the same effect as if in each instance there had been added to "LICENSEE" the words "its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them."

10. SOCIETY agrees during the term hereof to maintain for the service of LICENSEE substantially SOCIETY'S present repertory of compositions copyrighted, composed or written by present members of SOCIETY, listed in Schedule "A" as such list of present members may be augmented from time to time. In case there shall be a substantial diminution, by reason of action by SOCIETY or any such members, in the use which LICENSEE may make of compositions copyrighted, composed or written by such members of SOCIETY as compared to the use which LICENSEE customarily has been permitted to make of such compositions prior to the actual execution of this agreement or in case there shall be a substantial diminution in SOCIETY'S present repertory of compositions copyrighted, composed or written by present members of SOCIETY listed in Schedule "A" as such list of present members may be augmented from time to time, LICENSEE may give SOCIETY

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thirty (30) days' notice in writing to cure such substantial diminution. In the event that such substantial diminution in use or repertory has not been cured within said thirty (30) days, LICENSEE may then promptly terminate this agreement. If LICENSEE does not so terminate, LICENSEE shall have the right to obtain a reduction, as hereinafter provided, in the percentage payable on its "net receipts from sponsors after deductions" proportionate to such substantial diminution in use or repertory.

In the event that (a) such a substantial diminution in use or repertory shall have occurred and LICENSEE shall have notified SOCIETY thereof, and (b) SOCIETY shall not have cured such diminution within thirty (30) days thereafter, and (c) SOCIETY and LICENSEE shall be unable to agree within such thirty (30) days either as to the existence of such a diminution as would justify a decrease in the license fees payable hereunder or as to the appropriate reduction in the percentage payable on LICENSEE'S "net receipts from sponsors after deductions" by reason of such diminution, and (d) LICENSEE shall not have terminated this agreement as herein provided, the controversy shall be determined by arbitration as herein provided.

In the event that such a substantial diminution in use or repertory shall have been determined to exist as herein provided and thereafter SOCIETY shall have cured such diminution, SOCIETY shall have the right to obtain, as

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herein provided, the restoration of any reduction theretofore made in the license fees payable under this agreement by reason of such diminution. In the event that SOCIETY shall notify LICENSEE that in SOCIETY'S opinion any substantial diminution in use or repertory shall have been cured and within thirty (30) days thereafter SOCIETY and LICENSEE shall be unable to agree as to whether or not such diminution shall have been cured, the controversy shall be determined by arbitration as herein provided.

Any award of the arbitrators with respect to any controversy submitted to arbitration under this Paragraph "10" and reducing or restoring the percentage payable by LICENSEE hereunder shall be effective as of whichever shall be the later of (a) the date on which LICENSEE or SOCIETY, as the case may be, shall have given the other notice of such substantial diminution in use or repertory or the curing thereof, or (b) the date, if any, which the arbitrators shall specify as the date on which such diminution occurred or was cured.

In case any controversy is to be determined by arbitration as provided above, such arbitration shall be conducted under and pursuant to the laws of the State of New York, in accordance with the provisions of Paragraph "11" hereof.

In case the arbitrators shall determine that there has been such a substantial diminution in use or repertory and shall make an award reducing the percentage

payable by licensee on its "net receipts from sponsors after deductions", the reduction in such percentage payable by LICENSEE made by such award shall in no event be greater than the participation in such percentage payments of the publisher member or members of SOCIETY whose catalogue or catalogues shall have been the subject of such substantial diminution in use or repertory. The participation of such publisher member or members in such percentage payments made by LICENSEE hereunder shall be deemed to be the same percentage of such payments by LICENSEE as the percentage which such publisher member's or members' income from SOCIETY (a) in respect of television distribution for the year immediately preceding shall bear to the entire distribution of royalties in respect of television by SOCIETY to all of its publisher members during such year, in respect of any diminution occurring on or after January 1, 1950, and (b) in respect of non-visual radio distribution for the year ending December 31, 1949, shall bear to the entire distribution of royalties in respect of non-visual radio by SOCIETY to all of its publisher members during such year, in respect of any diminution occurring before January 1, 1950.

11. In the event that during the term of this agreement there is to be determined by arbitration hereunder whether there has been such a substantial diminution in use or repertory and, if so, the percentage by which the

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payable by licensee on its "net receipts from sponsors after deductions", the reduction in such percentage payable by LICENSEE made by such award shall in no event be greater than the participation in such percentage payments of the publisher member or members of SOCIETY whose catalogue or catalogues shall have been the subject of such substantial diminution in use or repertory. The participation of such publisher member or members in such percentage payments made by LICENSEE hereunder shall be deemed to be the same percentage of such payments by LICENSEE as the percentage which such publisher member's or members' income from SOCIETY (a) in respect of television distribution for the year immediately preceding shall bear to the entire distribution of royalties in respect of television by SOCIETY to all of its publisher members during such year, in respect of any diminution occurring on or after January 1, 1950, and (b) in respect of non-visual radio distribution for the year ending December 31, 1949, shall bear to the entire distribution of royalties in respect of non-visual radio by SOCIETY to all of its publisher members during such year, in respect of any diminution occurring before January 1, 1950.

11. In the event that during the term of this agreement there is to be determined by arbitration hereunder whether there has been such a substantial diminution in use or repertory and, if so, the percentage by which the

license fees payable hereunder shall be reduced by reason thereof, or whether a substantial diminution has been cured, as the case may be, as provided in Paragraph "10", each party shall on written notice to the other appoint an arbitrator within two (2) weeks after the expiration of the applicable thirty (30) day period specified in Paragraph "10" hereof.

In the event that within ten (10) days after the giving of such notice by one party, the other shall not by written notice appoint another arbitrator, then upon the written request of either party (or both) the person who is at the time performing the functions of President of the American Arbitration Association shall appoint the second arbitrator. When two arbitrators have been appointed they shall, if possible, agree upon a third arbitrator and shall appoint him by notice in writing, in triplicate, signed by both of them, one of which triplicate notices shall be given to each party hereto. If ten (10) days shall elapse after the appointment of the second arbitrator without notice of the appointment of the third arbitrator having been given, then upon the written request of either party (or both) the person who is at the time performing the functions of President of the American Arbitration Association shall appoint the third arbitrator. Upon appointment of the third arbitrator the three arbitrators shall hold a hearing and

give opportunity to each party hereto to present his case in the presence of the other, and shall then make their award determining the license fees which shall be paid by LICENSEE to SOCIETY, taking into consideration all applicable factors which tend to determine whether there has been such a substantial diminution and, if so, the extent thereof and the percentage by which the license fees payable hereunder shall be reduced by reason thereof, or whether a substantial diminution has been cured, as the case may be, as provided in Paragraph "10". The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect.

The award of the majority of the arbitrators shall be binding upon the parties hereto, judgment may be entered thereon in any court having jurisdiction, and this agreement shall be deemed to be modified accordingly. Such award shall include the fixing of the expenses of the arbitration, which shall be borne equally by both parties.

12. SOCIETY has agreed to the inclusion of the provisions contained in Sub-paragraph "E" of Paragraph "5" in view of LICENSEE'S agreement that SOCIETY may terminate this agreement as of December 31, 1951.

In consideration of the foregoing, SOCIETY

shall have the right, at its sole option, to terminate this agreement for all purposes as of December 31, 1951, upon giving written notice of the exercise of such right to LICENSEE at least three (3) months prior to December 31, 1951.

13. In the event of any major interference with the operations of LICENSEE'S television network due to governmental measures or restrictions, LICENSEE shall have the right to terminate this agreement upon seven (7) days' notice.

14. SOCIETY hereby releases and discharges LICENSEE, its sponsors and their advertising agencies and LICENSEE'S affiliated stations from any and all liability and claims whatsoever it may have arising as a result of the broadcast of LICENSEE'S network television programs prior to January 1, 1949.

15. All notices required or permitted to be given by either of the parties to the other hereunder shall be duly and properly given if mailed to such other party by registered United States mail addressed to such other party at its main office for the transaction of business.

16. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and

their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances broadcast, acts done and obligations incurred prior to the effective date of the assignment.

IN WITNESS WHEREOF, this agreement has been duly executed by SOCIETY and LICENSEE this 17th day of October, 1949, as of the 1st day of January, 1949.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By FRED E. AHLERT
President

COLUMBIA BROADCASTING SYSTEM, INC.
Licensee

By L. W. LOWMAN
H H Jr.

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(NETWORK LETTER)

E 940

To Columbia Broadcasting System, Inc.
New York City

This letter is being executed simultaneously with a network television license agreement between us of even date and shall be deemed to be a part thereof.

I. The requirement of Paragraph "3 A" of such agreement that you list the compositions broadcast on network television programs and the stations over which network television programs are broadcast shall be deemed to have been complied with by your continuing to furnish to us the same types of reports as you have furnished under the present non-visual broadcasting agreements between us.

Without affecting the provisions of Paragraph "3 C", the requirement of Paragraph "3 A" with respect to a brief notation of scenery and costumes shall be deemed to have been complied with if you furnish us a notation with respect thereto similar to the forms hereto attached as Exhibits "1", "2", "3" and "4".

II. Referring to Paragraph "4 A", which provides that a maximum of 750 compositions may be restricted for the purposes therein set forth, SOCIETY agrees that it will use its best efforts to keep the number of compositions on the restricted list down to a minimum, and if possible, substantially below the

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figure of 750. The practices with reference to the restriction of compositions followed under the present non-visual broadcasting license agreements between us shall be applicable to such network television license agreement. The practices with respect to any composition withdrawn as a result of any revision of the Indices shall be the same in respect of prior notice and effective date as the practices with reference to the restriction of compositions.

III. In view of the substantial accuracy of the reports heretofore rendered by you, we hereby expressly waive the requirement that the statements to be rendered under Paragraph "6 B" be rendered under oath, and we approve the periods and methods of accounting heretofore followed by you.

IV. Attached hereto is a form of local station blanket television license agreement. We agree that we will promptly offer licenses on this form to all your affiliated stations and that we will not revoke such offers to such stations within three months from the effective date of such network television license agreement. It is agreed that we need not offer any form of per program agreement to you, you having expressed a desire for the blanket form of network television license agreement in the form of such agreement between us of even date.

V. SOCIETY agrees not to enter into, recognize as valid, or perform any performing license agreement which shall result in discriminating in price or terms between LICENSEE and other licensees similarly situated unless it first offers to modify this agreement to conform to the prices and terms of such agreement with such other licensees and gives LICENSEE ample opportunity to accept such modification provided, however, that differentials based upon applicable business factors which justify different prices or terms shall not be considered discriminations within the meaning of this Paragraph "V"; and provided further that, if as a result of a judicial decision or arbitration award fixing different prices or terms than those provided for in said agreement between us of even date, a performing license agreement in accordance therewith shall be entered into between SOCIETY and any other network television broadcaster similarly situated at such different prices or terms, then the judicial decision or arbitration award determining such prices and terms shall be binding only upon the parties to the proceeding in which such decision or award is made, and SOCIETY shall not be required to offer such prices and terms to LICENSEE; and provided further, that if such decision or award shall result in the grant by SOCIETY to such other network television broadcaster of a broader licence (i.e., a license

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providing for a wider scope of use or lesser restrictions thereon) than that provided for in said agreement between us of even date, then such broader license shall be made available to LICENSEE upon the terms and conditions provided for in such decision or award, except that in such event the license fee payable by LICENSEE to SOCIETY shall be that which is payable under Paragraph "5" of said agreement between us of even date, or that which is fixed in such decision or award, whichever shall be higher.

Very truly yours,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By FRED E. AHLERT
President

ACCEPTED AND AGREED TO:

COLUMBIA BROADCASTING SYSTEM, INC.
Licensee

By L W LOWMAN

EXHIBIT "1"

E 944

BONNY MAID VERSATILE VARIETIES

WNBT (DATE OF PROGRAM) 9 PM

THEME: THE CAMPBELLS ARE COMING (SPEC LYRICS) (PD)

THE SKEPTICS - COMEDY PANTOMINE TEAM - NIGHT CLUB SET - EVENING CLOTHES
(ALL NUMBERS INSTRUMENTAL BACKGROUND)

1.	SPRING SONG	MENDELSSOHN	(PD)
2.	SCHOOL DAYS	(MILLS)	
3.	HONEYSUCKLE ROSE	(SANTLY)	
4.	SILVER THREADS AMONG THE GOLD	(CRAWFORD)	

UNDER TWINS - COMEDY DANCE & SONG TEAM - NIGHT CLUB SET-EVENING CLOTHES

1..	SOPHISTICATED LADY	(MILLS)	INST. BG
2.	MARGIE	(MILLS)	VOC

LEONNE HALL - VOCALIST - NIGHT CLUB SET - EVENING CLOTHES

1.	IT'S A BIG WIDE WONDERFUL WORLD	(BMI)	
2.	THE BOY NEXT DOOR	(FEIST)	

ARLEIGH PETERSON TRIO - DANCER SINGER & VOODOO DRUMMER - NIGHT CLUB SET-
VOODOO AFRICAN COSTUMES

1.	BABALU	(PEER)	VOC
2.	ELUBE CHANGO	(PEER)	INST. BG

GEORGE GIVOT - COMEDY VOCALIST - NIGHT CLUB SET - EVENING CLOTHES

1.	THE GREEK AMBASSADOR	GEORGE GIVOT	(MS) VOC.

3

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

HH Jr.

E 945

EXHIBIT "2"

MOHAWK SHOW ROOM

WNBT (DATE OF PROGRAM) 7:30 PM

SIG: IRISH WASHERWOMAN (PD)

MORTON DOWNEY - BAND STAND SET - STREET CLOTHES -
(ALL NUMBERS VOCAL)

1. BLUE SKIES (BERLIN)
2. DON'T BLAME ME (ROBBINS)
3. IT'S MY DESIRE (DORSEY)
4. SUNNY SIDE OF THE STREET (SHAPIRO)

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

HHJr

E 946

EXHIBIT "3"

KUKLA FRAN AND OLLIE

WNBT (DATE OF PROGRAM) 7:00 PM

SIG:	HOP HOP HOP	(PD)	
	SUB THEME	FASCINATO	(MS)
	EXIT MUSIC	FASCINATO	(MS)

PUPPET SET

1.	MORNING ON THE FARM	(LEEDS)	VOCAL
2.	COUNTRY STYLE	(B & VH)	INST. BG.
3.	OLE DAN TUCKER	(PD)	VOCAL

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

H.H.Jr.

EXHIBIT "4"

E 947

THE BIG STORY

WNBT (DATE OF PROGRAM) 9:30 P.M.

SIG.	THE BIG STORY	VLADIMIRI SELINSKY	(MS)
1.	SHORES OF SORRENTO	R STRAUSS	VICTOR 18535 (PD)
2.	TOD UND VERKARUNG	R STRAUSS	VICTOR 8290 A (PD)
3.	SYMPHONIE MODERNE	STEINER	VICTOR 11-8303 (REMICK)
4.	SYMPHONY #5	PROKOFIEFF	VICTOR 11-9442 A (PD)
5.	ADVENTURES IN A PERAMBULATOR	J.A.CARPENTER	VICTOR 8457 (G.SCHIRMER)
6.	FIREBIRD SUITE	STRAVINSKY	VICTOR 16697 (PD)
7.	TAPICLA	SIBELIUS	VICTOR 12-0950 (B & H)
8.	NETWORK CUES:		
	DRAMATICS I CUT 12	ND 7 MM 8560	N B C PROPERTY
	CURTAINS II CUT 8	" 8662	N B C PROPERTY
	MYSTERIOUS VI CUT 12	" 8658	N B C PROPERTY
	DRAMATICS II CUT 4	8651	N B C PROPERTY
	CURTAINS I CUT 12	8651	N B C PROPERTY

SIG:

NOTE: ALL MUSIC USED AS BRIDGES AND INCIDENTAL BACKGROUND

CONTACT: ZALANTIS
10-11-49

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H H Jr.

Network effective date letter E 948

October 17, 1949

American Society of Composers,
Authors and Publishers
30 Rockefeller Plaza
New York, N. Y.

Dear Sirs:

Simultaneously with the delivery of this letter, we are delivering to Hon. Robert P. Patterson in accordance with the provisions hereof two fully executed copies of each of the following license agreements::

Columbia Broadcasting System, Inc.	Network Blanket
W C B S - TV, New York, N. Y.	Local Blanket

All of such license agreements (hereinafter referred to as the license agreements) have been executed as of January 1, 1949.

As you do not now have authority to enter into such license agreements, it is hereby agreed between us as follows:

1. Attached hereto as Exhibit "A" is the form of television recording letter hereinafter referred to.

2. The license agreements shall become effective on such date as you shall deliver to us

(a) written notice that you have received such rights as are necessary to permit you to license, under the license agreements, to the extent therein provided and for the full term thereof, the performance of musical compositions copyrighted, composed or written by your members, from at least each of the following majorities of the respective member groups indicated:

(i) your publisher-members who in the aggregate received at least 85% of the amount of your total distribution of domestic royalties during the calendar year 1948 to publisher-members (provided the publisher-members constituting this percentage shall include all of your publisher-members who are, on the date hereof, represented on your Board of Directors or who are affiliated with a publisher-member represented on said Board, and who have executed your television agreement which you submitted to all members with your letter dated October 8, 1948); and

(ii) your writer-members who in the aggregate received at least 80% of the amount of your total distribution of domestic royalties during the calendar year 1948 to writer-members; and

(iii) your publisher-members and writer-members who in the aggregate received at least 85% of your aggregate total distribution of domestic royalties during the calendar year 1948 to both publisher-members and writer-members; and

(b) A letter, in the form attached as Exhibit "A", executed by each of your publisher-members who shall have granted you the rights referred to in sub-paragraph (a) of this Paragraph 2.

There shall be attached to the written notice provided for in sub-paragraph (a) of this Paragraph 2 a list of the members from whom you receive such rights, and said list shall be attached to the license agreements as Schedule "A" thereof, upon the effective date of the license agreements.

3. (a) Within thirty (30) days after the execution of this letter agreement, we shall compute the entire amount which would be payable to you pursuant to the license agreements for the period from January 1, 1949 to September 30, 1949, inclusive, had they been effective during such period, and we shall pay such amount as follows:

(i) 75% of such amount shall be paid directly to you;

(ii) 25% of such amount shall be deposited by us in escrow with Hon. Robert P. Patterson.

(b) During the period commencing October 1, 1949, we shall pay the amounts which would be payable under the licensing agreements if they were effective during such

period, as follows:

(i) 75% of such amounts shall be paid directly to you;

(ii) 25% of such amounts shall be deposited by us in escrow with Hon. Robert P. Patterson.

(c) It is agreed that Hon. Robert P. Patterson shall pay to you all amounts and deliver to you and to us one of the executed copies of each license agreement deposited in escrow pursuant to this agreement upon the date on which the license agreements shall become effective or, if this agreement shall be terminated as provided in Paragraph 4 of this agreement, he shall pay to us the amount deposited in escrow upon the effective date of such termination, and plainly mark all such copies of such license agreements "null and void" and return one copy of each of such agreements to you and to us for our respective files.

4. (a) In the event that the conditions specified in Paragraph 2 of this agreement shall not have been fulfilled on or before December 31, 1949, either you or we may terminate this agreement at any time thereafter, provided that the party exercising such right of termination shall notify the other thereof in writing and shall specify in such notice the effective date of such termination which shall not be less than 30 days subsequent to the date on which such notice is received by such other party. In the event that both parties shall exercise such right of termination, the earliest effective date of termination specified in any such notice shall be the effective date of termination of this agreement. The indemnity provisions of the temporary television licenses, for which provision is made in Paragraph 5 of this agreement, and our obligation to make the payments provided for in sub-paragraphs (a) (i) and (b) (i) of Paragraph 3 of this agreement shall not be affected by any termination of this agreement insofar as the period preceding the effective date of such termination is concerned. In the event that the conditions specified in Paragraph 2 of this agreement shall be fulfilled during the period subsequent to the giving of such notice, and prior to the effective date specified therein, such notice of termination shall be of no force or effect.

(b) In the event that this agreement shall be terminated as provided for herein prior to the fulfillment of the conditions specified in Paragraph 2 of this agreement, the license agreements shall be without

effect for any purposes whatsoever and shall be deemed null and void.

5. You hereby agree that the temporary television licenses granted by you to us on December 1, 1948, which were originally for sixty (60) days commencing as of January 1, 1949, and which were extended from time to time to October 14, 1949, are hereby extended to either (i) the date when the license agreements become effective pursuant to Paragraph 2 of this agreement, or (ii) the effective date of termination of this agreement pursuant to Paragraph 4 of this agreement, as the case may be. You further agree that Exhibit "B" attached hereto is hereby made a part of said temporary television licenses and that said temporary television licenses are hereby supplemented effective as of January 1, 1949, by considering to be incorporated therein the provisions of Paragraph 9 of the license agreements referred to on Page 1 hereof, with the understanding that the term referred to therein is the term of such temporary licenses in place of the term specified in such license agreements, and that references to Schedule "A" therein shall be deemed to refer to Exhibit "B" attached hereto.

6. In light of the impracticability of our furnishing further reports to you under Paragraph 3 of such license agreements for the period prior to the date hereof you have agreed that the reports heretofore made by us to you as to the performances made during such period shall be deemed a full compliance with the provisions of such Paragraph 3 with respect thereto.

Our signature at the foot hereof, together with your signature underneath the words "ACCEPTED AND AGREED TO", will constitute this an agreement between us.

Very truly yours,

COLUMBIA BROADCASTING SYSTEM, INC.

By _____

ACCEPTED AND AGREED TO:

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

10/17/49

E 952

EXHIBIT "A"

TO: _____

_____

_____

(ASCAP Network Television Licensees)

We refer to the network television music performing rights license agreements which are about to be entered into between you and the American Society of Composers, Authors and Publishers (hereinafter called "SOCIETY"). We both recognize that delayed and repeat broadcasts (i.e., broadcasts over certain affiliated stations subsequent to the original broadcast) of network television programs are often necessitated by time differentials and other circumstances such as unavailability of facilities, conflicting program schedules, etc. Also, the co-axial cables connecting television stations are still in the early stages of development, and it is not now -- and may not be for several years -- possible to connect by cable all of the television stations affiliated with the several networks. Consequently, you have asked the publisher members of SOCIETY to grant you the right to make and cause to be made kinescope recordings under certain specified conditions, as hereinafter set forth, and you have stated that the

grant of such right is a condition precedent to your executing the aforementioned license agreements with SOCIETY.

Accordingly, we hereby grant you, during the entire term of such license agreements (that is, until December 31, 1953) or until the date of prior termination of such license agreements, and without the payment of any fees, the following rights:

(a) To make or cause to be made simultaneously with any original broadcast consisting (1) of live performances or (2) of live performances accompanied in part by other material, of any of your network television programs containing performances of musical compositions

(i) licensed under the aforementioned license agreements, and

(ii) now or hereafter owned or controlled by us,

recordings of such program, as broadcast, for the limited purposes set forth in sub-paragraph (b) below; and

(b) To use such recordings or cause the same to be used (i) for reference, file and private audition purposes, (ii) for making one broadcast (delayed or repeat) over each of such of your

affiliated network television stations (including company-owned stations) as did not broadcast the program simultaneously with the original broadcast, provided that such broadcast is made within a period of 60 days after the date of such original broadcast, and provided further that any such delayed or repeat broadcasts shall not be made for any purpose other than to complete the network broadcast of such program, and (iii) for making a "trailer" or excerpt utilizing a portion of any such recording not exceeding two minutes in duration, to be broadcast by television over your television network and any of your affiliated stations (including company-owned stations) for the purpose of advertising and promoting the broadcast over your television network and such respective stations of the program series of which the recorded broadcast shall be a part, provided that no such trailer or excerpt shall be broadcast subsequent to the broadcast of the last program in such series during the term of such license agreements.

Very truly yours,

_____

(Publisher)

By _____

EXHIBIT "D"

E 956

October 14, 1949

Members who have executed their Television Agreements since June 3, 1949.

P U B L I S H E R S

Ama Music Co.
Cornell Music, Inc.
Cromwell Music, Inc.
Frank Music Corp.
Gallico, Al, Music Co., Inc.
Hamilton Music Corp.
Hollybrook Music Co.
Mogull Music Corp.
Myers Music
Orten Music Co.
Paxton Music, Inc.
St. Nicholas Music Pub. Co.
Sanson Music Co,
Songs, Inc.
Stanley Music, Inc.

* * * * * * *

W R I T E R S

Berch, Jack
Breen, May Singhi
Cunliffe, Richard R.
Davis, Genevieve
Donato, Anthony
Duning, George W.
Gold, Ernest
Gold, Jacob
Herrick, Paul Young
Huddleston, Floyd
Ives, Burl
Jones, Stan
Lemont, Cedric W.
Leventhal, Herbert
Merrill, Bob
Rinker, Al
Rochinski, Stanley
Sachs, Henry Everett
Salzedo, Carlos
Shuken, Leo
Smith, Leonard B.
Solis, Aldo Solito de
Wilson, Roger C.

E 957

June 3, 1949

Members who have executed their Television Agreements since March 30, 1949

PUBLISHERS

Biltmore Music Corp.
Coslow Music
Jones, Isham Music Corp.
Renault Music Co., Inc.

* * * * * * * *

WRITERS

Bloch, Raymond A.
Blossom, Henry (dec'd)
Brown, Keith Crosby (dec'd)
Buskin, Joseph
Converse, Frederick S.(dec'd)
Coslow, Sam
Faith, Percy
Fine, Irving
Fort, Hank
Gaillard, Bulee "Slim"
Gardner, Donald Yetter
Hewitt, Joseph F.
Howell, Thomas B.
Kadison, Philip
Kubik, Gail T.
Lampe, J. Bodewalt (dec'd)
Mc Kee, Frank W. (dec'd)
Powell, Teddy

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E 958

March 30, 1949

Members who have executed their Television Agreements since March 22, 1949.

P U B L I S H E R S

Jacobs, Walter, Inc.
Abt, Valentine
Bates & Bendix
Bendix, Theodore
Eby, Walter H.
Farrand, Van L.
Gay, Mace, Catalog
Jaques, Percy
Musiclovers Co.
Partee, C.L., Music Co.
Shattuck, R.E.
Virtuoso Music School

Massey Music Co., Inc.

Superior Music, Inc.

Variety Music

Villa Moret, Inc.

Warren, Harry, Music, Inc.

* * * * * * *

W R I T E R S

Savitt, Jan (Dec'd)

E 959

March 22, 1949

Members who have executed their Television Agreements since February 9, 1949

PUBLISHERS

Favorite Publishers, Inc.

Feist, Leo, Inc.
Brown, Nacio Herb, Inc.
Loew's, Inc.

Miller Music Corp.
Miller Music, Inc.
Noble, Johnny
Sherman, Clay & Company

Robbins Music Corp.
Abrahams, Maurice, Inc.
Metro-Goldwyn-Mayer Corp.
Out of the World Pub. Corp.
Sonnemann Mus. Co., Inc.
Twentieth Century Music Corp.
Universal Music Corp.
Whiteman, Paul, Publications
Wiedocft, Rudy, Mus. Pub. Co.

* * * * * * *

WRITERS

Crosby, Bing
Haldeman, Oakley
Holden, Sidney, Dec'd.
Hopper, Harold S.
James, Inez
Lawrence, Jack
Morey, Larry
Raymond, Harold
Spencer, Robert E., Dec'd.
Weiner, Lazar

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E 960

February 9, 1949

Members who have executed their Television Agreements since January 14, 1949

PUBLISHERS

Buxton Hill Music Corp.
Cecille Music Co., Inc.
Jefferson Music Company, Inc.
Charles O'Flynn Publications

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WRITERS

Adlam, Basil G.
Downey, Morton
Firestone, Isabelle
Friedland, Anatole (Dec'd)
Gifford, H. Eugene
Gilbert, Ray
Kay, Mack H.
Lengsfelder, Hans
Mann, David A.
Marks, Charles B.
Mills, Irving
Mills, Paul
Moross, Jerome
O'Flynn, Charles
Paskman, Dailey
Reichner, S. Bickley
Robinson, Earl
Shaffer, Lloyd
Steele, Ted

E 961
January 14, 1949

Members who have executed their Television Agreements since December 31, 1948

PUBLISHERS

Emil Ascher, Inc.
Herbert Music Co., Inc.
Tex Ritter Music Publications, Inc.
The Merrell Schwarz Music Co.
Clayton F. Summy Company

* * * * * * *

WRITERS

Anderson, Maxwell
Battle, Edgar Wm.
Bassman, George
Bennett, George J.
Bernie, Ben (dec'd)
Bourdon, Rosario
Busse, Henry
Dietz, Howard
Durham, Eddie
Foss, Lukas
Schuman, William H.
Smith, Edgar (dec'd)
Spitalny, Maurice
Sanders, Robert L.
Silvers, Louis
Wilson, Mortimer (dec'd)
Woods, Harry M.

December 31, 1948

A S C A P

E 962

Members who have executed Television Agreement

A B C Music Corporation
A B C Standard Music Publications, Inc.
Berlin, Irv., Standard Mus. Corp.

A-M Music Corp.

Abbey Music Co., Inc.

Adams, George, Mus. Pub. Co.

Adrienne Music Co.

Advanced Music Corp.
Ager, Yellen & Bornstein, Inc.
Circle Music Publications, Inc.

Alfred Music Co., Inc.
Feature Music Syndicate
Lowe-Goulston, Inc.
Manus Music Co., Inc.
Piantadosi, Al., Music Publisher
Rosey, Geo., Band & Orch. Catalog
Shreibman Music Press

Ambassador Music, Inc.
Allen & Harrison Mus. Co.
Red Star Songs, Inc.

American Academy of Music, Inc.
Bloom, Harry, Inc.
Exclusive Pubs., Inc.
Lawrence Music Publishers, Inc.
Nilsons Mus. Pub. Corp.

American Music Pub. Co.

Amsco Mus. Pub. Co., Inc.
Amsco Mus. Sales Co., Inc.
Boat, Chas. E., Music Co.
Rolseth Pub. Co.

Antobal Music Company

Antony, Frank

Apollo Music Co.

Arthur, Irving, Music Publications

Atlas Music Corp.

Axelrod Publications, Inc.
Barbour - Lee Music Corp.
Baron, M., Co.
Baron, M., Inc.
Hill, J.F., & Co., Inc.

Barton Music Corp.

Bel-Air Music

Bell Song Publishing Co.

Belwin, Inc.
Berg, S. M.
Cinema Music Co.

Berlin, Irving, Music Co.

Beverly Music Corp.

Birchard, C. C., & Co.

Blasco Music, Inc.
Blasco Music Co.

Bloch Publishing Co.

Block, Martin

Bloom, Ben, Music Corp.

Blossom Music Corp.
Pan-American Music Co., Inc.

Bogat Music Corp.

Boland, Clay, Inc.

Bond, Carrie Jacobs, & Son

Boston Music Company
Hatch Music Company
Peate Music Co.
Thompson, C.W., Co.

Bourne, Inc.
Berlin, Irving, Inc.

Bregman, Vocco & Conn, Inc.
Donaldson, Douglas & Gumble, Inc.

Briegel, Geo. F., Inc.
Browne, J.A., Music Pub.
Dillon, Carl, Music Co.

Broadway Music Corporation
Artmusic, Inc.
Empire Music Co.
York Music Co., The

Brooks Music Corp.

Burnett, Ltd.

Burke & Van Heusen, Inc.

A S C A P

E 963

Members who have executed Television Agreement

Caesar, Irving
Caesar, Irving, Inc.
Campbell - Connelly, Inc.
Capitol Songs, Inc.
Cara Music Pub. Co.
Carroll Publications

Century Music Pub. Co.
Heritage Music Publications, Inc.

Champagne Music Corp.

Chappell & Co., Inc.
Chappell Harms, Inc.

Charling Music Corp.
Choice Music, Inc.
Church, John, Co., The

Coleman-Ross Co., Inc.

Congress Music Publications

Courtney, Alan Music Co.

Crawford Music Corporation
De Sylva, Brown & Henderson, Inc.
Green & Stept
Yellen, Jack, Inc.

Crescendo Music Corp.

Criterion Music Corp.

Crystal Music Publishers, Inc.

Daniels, Charles N., Inc.

Dash, Connelly, Inc.

Dawson Music Co., Inc.

Delkas Music Pub. Co.

Ditson, Oliver, Co., Inc.

Dorsey Brothers' Music, Inc.

Drake-Hoffman-Livingston, Music Publishers

Dreyer Music Corporation

Dubonnet Music Publishing

Durante, Jimmy, Music Pub. Co., Inc.

Edition Musicus - New York, Inc.
Edition Musicus New York

Edmonds Shepard N., Music Pub. Co., The

Edwards Music Co.

Elkan-Vogel Co., Inc.

Elliot Music Co., Inc.
Elliot Music Co.

Emery Music, Inc.

Ensemble Music Press

Enterprise Music Corp.

Evans Music Company

Famous Music Corporation

Fanfare Music Co.

Farrow Music, Inc.

Fenner Publications

Fields, Arthur, Publications

Fillmore Music House

Fischer, Carl, Inc.
Composers Music Corp.
Ellis, Robin
Oxford University Press
Pond, Wm. A., & Co.

Fischer, J., & Bro.

Flammer, Harold, Inc.
Luckhardt & Belder

Foley, Charles

Foreign & Domestic Music Corp.
Cummins Music Co.

Forster Music Publisher, Inc.

December 31, 1948

A S C A P

E 964

Members who have executed Television Agreement

Franklin, John, Co, Inc. The
Kay & Kay, Inc.

G & C Music Corporation

GI Music Corporation
GI Music

Galaxy Music Corporation

Gaumont Music Publishers, Ltd.

General Music Publishing Co., Inc.

Georgeoff, Evan, Mus. Pub. Co.

Gershwin Pub. Corp.

Glenmore Music, Inc.

Global Music, Inc.
Harvest Songs Co.

Goldmine Music, Inc.

Goldwyn, Samuel, Music Pub. Corp.

Goodman Music Co., Inc.
Handman & Goodman, Inc.
Handman, Kent & Goodman, Inc.
Universal Music Co., Ltd.

• Gordon, Hamilton S., Inc.
Algonquin Pub. Co.
Gordon, Hamilton S.,
Estate of
Gordon, Hamilton S.,
Music Pub.
Gordon, S. T., & Son,
Music Publishers
Himan, Alberto, Music Pub.
Wise, Jessie Moore
Wise, Wm. H., & Co.

Gordon, Kaufman & Real, Inc.

Grand Music Corp.
Artists Music Corp.

Gray, H. W., Co.

Greenwich Music Co., Inc.

Guild Music Publishers, Inc., The

Hall-Mack Company
Geibel, Adam, Music Co.

Handy Bros., Music Co., Inc.

Hansen, Charles H., Music Co.

Hargail Music Press

Harman Music, Inc.

Harms, Inc.

Harms, T. B. Company

Homeyer, Chas. W., & Co., Inc.
Best Music, Inc.

Hope Publishing Company
Biglow-Main Excell Co.
Excell, E. O., Co.
Tabernacle Pub. Co.

Howard, Joe, Music Pub.

Hudson Music Corp.

J. P. Music Co.

James Music, Inc.

Jenkins Music Company

Kanes Music Publishers

Keane, Michael, Inc.

Kearney Music Co.

Kelton, Inc.

Kendis Music Corporation

Kenmor Music Company

King, Charles E.

Kramer, Whitney, Inc.

Kuhn, Dick, Music Corp.

Lake Shore Pub. Co., Inc.

Laurel Music Company

• Also listed under J. J. Robbins & Sons

ASCAP

E 965

Members who have ececuted Television Agreement

Leeds Music Corp.
Am-Rus Music Corp.
Consolidated Mus. Pub. House
Down Home Music Co.
Kaycee Music Co., Inc.
Mayo Music Corp.
Melrose & Montgomery
Olman Mus. Corp.
Wabash Music Co.

Leslie, Edgar, Inc.

Leslie Music Corp.

Lewis Music Pub. Co., Inc.

Lincoln Music Corp.
Capano, Frank, Music Pub.

Lombardo Music, Inc.

Lorenz Publishing Co.
Tullar-Meredith Co., Inc.

Ludwig Music Pub. Co.

Lyric Music Publishers, Inc.
Silver, Frank, Music Pubs., Inc.
Spencer, Norman & Son

Macap Music Publishers, Inc.
Bernard, Al, Song Publications

Manhattan Music Publishers

Manor Music Company

Marchant Music Publishers
LaBarre, Gene, Inc.
Melody Publishing Corp.
Tucker-Marchant Music Publishers

Martin Music

Maurice, Peter, Music Co., Ltd. The
Maurice , Peter, Inc.

Maxwell-Wirges Publications

Mayfair Music Corp.
Davis, Joe, Inc.
Triangle Music Pub. Co., Inc.

Mc Hugh & Adamson Music, Inc.

Mc Kinley Publishers, Inc.

Melo-Art Music Publishers

Melomusic Publications

Melrose, Walter, Music Co.

Melrose Music Corp.
Melrose Bros. Music Co., Inc.

Mercury Music Corp.

Milene Music

Mills Music, Inc.
American Composers, Inc.
Beck, Mort
Clark, Frank, Mus. Co.
Daly, Joseph, Mus, Pub. Co.
Edwards, Gus, Mus. Pub. Co.
Gordon & Rich, Inc.
Gotham Attucks Mus. Co.
Gotham Mus. Service, Inc.
Jerome, M. K.
Jerome & Schwartz Pub. Cp.
Kalmar, Puck & Abrahams, Consolidated
Keit Music Corp.
Kornheiser, Phil, Inc.
Lincoln, Harry J., Music Co.
Morse, Theodore, Music Co.
Nelson, Jack, Mus. Co.
Stark & Sowan, Inc.
Stept & Powers, Inc.
Sterling Songs, Inc.
Sunlight Mus. Co., Inc.
United States Music Pub. Co.
Vandersloot Music Pub. Co.
Waterson, Berlin & Snyder Co.
Waterson, Henry, Inc.
Williams, Harry, Mus. Co.

Monaco, James V., Inc.

Monmar Music, Inc.

Mood Music Co., Inc.

Morris, Edwin H., & Co., Inc.
Mercer & Morris, Inc.
Morris, Joe, Music Co.
White-Smith Mus. Pub. Co.

Musette Publishers, Inc.

Music Workshop

ASCAP

E 966

Members who have executed Television Agreement

Musical Works

Mutual Music Society, Inc.

National Music Pub. Corp.

Nazarene Publishing House
Bilhorn Bros. Mus. Co.
Lillenas Pub. Co.

New World Music Corp.

Northern Music Corp.

Novelty Music Company

O'Kay Music Company

Owens Kemp Music Co.

Oxford Music Corp.

P.D.S. Music Publishers, Inc.

Paramount Music Corp.
Popular Melodies, Inc.
Spier & Coslow, Inc.

Paull-Pioneer Music Corp.
Rossiter, Harold, Mus. Co.

Pepper, J. W., & Sons, Inc.

Photo Play Music Co., Inc.
Luz Brothers Music Pubs.
Music Buyers Corporation

Piantadosi Music Publications

Pic Music Corp.

Pinkard Publications, Inc.
Pinkard Publications

Players Music Corp., The

Plymouth Music Co., Inc.
Browne, Ted, Music Co.

Portilla Music Corp.

Presser, Theodore, Company

Pyramid Music Co.

R. F. D. Music Pub. Co., Inc.

Record Music Corporation

Record Songs, Inc.

Remick Music Corp.
Gamble Hinged Music Co.

Remsen, Alice

Rene, Leon, Publications

Rhyme & Rhythm, Inc.

Ringle, Dave
Famous-Writers Co.
Goulden Leng Co.
Krey, Geo. M., Co.
Maytone Music Co.
Tracy, Wm., Pub. Co.
United Music Publishers
World Music Co.
York & King Pub. Co.

Ritchie Music Co., Inc.

Robbins, J. J., & Sons, Inc.
Algonquin Pub. Co.
Gordon, Hamilton S., Estate of
Gordon, Hamilton S., Inc.
Gordon, Hamilton S., Music Pub.
Gordon, S. T., Music Pub.
Gordon, S. T., & Son, Music Publishers
Himan, Alberto, Music Pub.
Wise, Jessie Moore
Wise, Wm. H., & Co.

Robert Music Corporation

Rodeheaver Co., The

Rossiter, Will

Row, R. D., Music Co.
Riker, Brown & Wellington, Inc.
Row, R. D., Inc.

Roy Music Co., Inc.

Royal Music Publisher

Rubank, Inc.
Carlson, M. L.
Finder & Irbanek

A S C A P

E 967

Members who have executed Television Agreements

Ruval Music Co.

Santly-Joy, Inc.
Santly, Bros., Inc.
Santly Bros.-Joy, Inc.
Santly-Joy-Select, Inc.
Select Music Publications, Inc.

Saunders Publications

Schirmer, G., Inc.
Heffelfinger, R. W.
Sanders-Weiss, Inc.

Schroeder, & Gunther, Inc.

Shapiro, Bernstein & Co., Inc.

Shattinger, Inc.
Shattinger Piano & Music Co.

Shawnee Press, Inc.

Simon, George, Inc.

Skidmore Music Co., Inc.

Skokie Music Co.
Mike-Tunes

Skylark Songs Music Publisher

Smith-Foley Music Publications

Society for the Publication of American Music, Inc.

Southern Music Company

Spier, Larry, Inc.
Helf & Hager Co.
McKinley Music Co.
Root, Frank K., & Co.

Spina-Green Music Corp.

Spitzer, Henry, Mus. Pub. Co., Inc.

Standard Music Publishers, Ltd.

Stanley Music, Inc.
ARA, Inc.
Morros, Boris, Music Co.

Stanwood Music Corp.

Starlight Music

Stephens, Bob, Inc.

Stept, Inc.

Sun Music Co., Inc.

Sunset Music Publishers

Supreme Music Corporation

Tin Pan Alley

Tobey Music Corporation

Tobias & Lewis, Music Pubs.

Tone Music Co.

Transcontinental Music Corp.

Triangle Music Corp.

Tropical Music Publishers

United Music Corp.

University Music Corp.
Brown & Henderson, Inc.

Urban Music Publications

Victor Publishing Co.

Victoria Publishing Co.

Viking Music Corp.

Villa-Lobos Music Corp.

Vogel, Jerry, Music Co., Inc.
Crumit, Frank, Songs Co.
Haviland, F. B., Pub. Co.
Worth, Geo. T., & Co.

Volkwein Bros., Inc.
Agnew, J. E. Publications
(Band & Orch. Catalog Only)
Bellefield Pub. Co.
Caton Pub. Co.
Crist, D. W.
Dalbey, W. R., Music Co.
Greene Music Pub. Co.
Hall, Ellis B.
Heltman, Fred

December 31, 1948

A S C A P

E 968

Members who have executed Television Agreement

Volkwein, Bros., Inc. (cont'd)
Nirella, Danny
Southwell, Geo., Pub. Co
White House Publications, The

Von Tilzer, Harry, Music Pub. Co

Warnow, Mark, Music

Warock Music, Inc.
Warock Music Co.

Waverly, Jack

Whale Music Corp.

Williams, Clarence, Music Pub. Co., Inc.
Ahleim, Walter C., Music Co.
Clifford, Frances, Music Co.
Maison-Blanche Music Co.
Piron, A. J., Co.
Thomas, George W., Music Co.

Williamson Music, Inc.

Willis Music Co.

Windsor Music Corp.

Witmark, M., & Sons

Wood, B. F., Music Co.

Woodward Music, Inc.

Words & Music, Inc.
Davis, Coots & Engel, Inc.
Engel, Harry, Inc.
Keit-Engel, Inc.

World Music, Inc.

Worth, Bobby, Music Publishers, Inc.

Yellen and Fain

December 31, 1948

A S C A P

E 969

Members who have executed Television Agreement

Abbott, Charlie

Abrahams, Maurice (dec'd)

Achron, Isidor (dec'd)

Achron, Joseph (dec'd)

Ackley, Alfred H.

Ackley, B. D.

Actman, Irving

Adair, Thomas M. (Tom)

Adams, Chick

Adams, Ernest Harry

Adams, Frank R.

Adams, Stanley

Adamson, Harold

Ager, Milton

Ahlert, Fred E.

Akst, Harry

Alberti, Solon

Albrecht, Elmer

Alden, John Ward

Alden Joseph Reed (Jo)

Alexander, Perry

Alexander, Van

Alfred, Roy

Allan, Lewis

Allen, Barclay

Alter, Louis

Altman, Arthur

Amsterdam, Morey

Andersen, Arthur Olaf

Anderson, Frank H., Jr.

Anderson, Leroy

Anderson, R. Alex

Andre, Fabian

Andrews, Mark (dec'd)

Antheil, George

Antonini Alfredo

Archer, Harry

Arlen, Harold

Arlen, Jeanne Burns

Armstrong, Harry

Armstrong, Louis

Arnheim, Gus

Arnold, Polly

Arvey, Verna

Asherman, Eddie

Astaire, Fred

Atteridge, Harold (dec'd)

Auer, Leopold (dec'd)

Axt, William

Ayres, Warren Joyce

Babin, Victor

Baer, Abel

Baer, Charles E.

Bainbridge, Katharine

Baker, Don

Ball, Ernest R. (dec'd)

Ballantine Edward D. (Eddie)

A S C A P

E 970

Members who have executed Television Agreement

Balo[illegible], Erno

Bamboschek, Giuseppe

Banks, Charles O. (dec'd)

Barber, Samuel

Barbour, David M. (Dave)

Barbour, Peggy Lee

Bar[illegible] Harold

Barnes, Clifford P.

Barnett, Alice

Baron, Maurice

Barris, Harry

Barron, Ted (dec'd)

Bartholomew, Marshall

Bartok, Bela (dec'd)

Baskette, Billy

Bassett, Karolyn Wells (dec'd)

Bauer, Harold

Baxter, Phil

Bayha, Charles A.

Beach, Mrs. H. H. A. (dec'd)

Beckett, Wheeler

Bedell, Robert Leech

Beecher, W. G., Jr.

Belle, Barbara

Bellin, Lewis

Benatzky, Ralph

Benjamin, Bennie

Bennard, George

Bennett, David

Bennett, Robert Russell

Benter, Charles

Berezowsky, Nicolai

Berg, David (dec'd)

Berg, Harold

Bergantine, Forney

Bergere, Roy

Bergerson, Baldwin

Bergh, Arthur

Bergman, Dewey

Bergsma, William

Berk, Morty

Berle, Milton

Berlin, Irving

Berman, Art Harry (Arthur)

Bernard, Al

Bernard, Felix (dec'd)

Bernier, Buddy

Bernstein, Leonard

Berquist, Bernard H. (Whitey)

Berwald, William (Dec'd)

Betzner, Jack F.

Bibo, Irving M.

Bierman, Bernard

Bilotti, Anton

Bimboni, Alberto

Binder, A. W.

A S C A P

E 971

Members who have ececuted Television Agreement

Bishop, Joe
Bishop, Walter
Bivens, Burke
Black, Ben
Black, Frank J.
Black, Jennie Prince (dec'd)
Blake, Eubie
Blake, James W. (dec'd)
Blane, Ralph
Blaufuss, Walter (dec'd)
Blitzstein, Marc
Bloch, Ernest
Bloom, Rube
Bloom, Vera
Boland, Clay A.
Bond, Carrie Jacobs (dec'd)
Bone, Gene
Bonelli, Mona Modini
Bonx, Nathan J.
Boretz, Allen
Borne, Hal
Bornschein, Franz C.
Borowski, Felix
Botsford, George
Boutelje, Phil
Bowers, Frederick V.
Bowers, Robert Hood (dec'd)
Bowles, Paul
Bowman Brooks (dec'd)
Bowman, Euday L.
Boyle, George F. (Dec'd)
Bradford, James C. (dec'd)
Bradley, E. P.
Brainin, Jerome
Branen, Jeff T. (dec'd)
Branscombe, Gena
Bratton, John W. (dec'd)
Breau, Lew (dec'd)
Breck, Carrie Ellis (dec'd)
Brennan, J. Keirn (dec'd)
Brennan, James A.
Brent, Earl K.
Breuder, W. Edward
Breuer, Ernest
Bridges, Ethel
Briegel, George F.
Bristol, Margaret
Britain, Radie
Britt, Addy (dec'd)
Brockman, James
Brodsky, Roy
Brooks, Harry
Brooks, Harvey O.
Brooks, Jack
Brooks, John Benson
Brooks, Shelton

A S C A P

E 972

Members who have executed Television Agreement

Brown, A. Seymour (Dec'd)
Brown, Al. W. (dec'd)
Brown, Barnetta (dec'd)
Brown, Bertrand
Brown, George Murray
Brown, George Ronald
Brown, Glenn J.
Brown, Maurice
Brown, Nacio Herb
Browne, J. Lewis (dec'd)
Browne, Raymond A. (dec'd)
Browning, Mortimer
Bruce, Robert
Bruhns, George F. W.
Bryan, Alfred
Brymn, J. Tim (dec'd)
Buchanan, Annabel Morris
Bucharoff, Simon
Buck, Gene
Buck, Richard Henry
Bullock, Walter
Bunch, Boyd
Burk, Robert (dec'd)
Burke, J. Francis (Sonny)
Burke, Joseph A.
Burkhart, Addison (dec'd)
Burleigh, Cecil
Burleigh, Harry T.

Burnett, Ernie
Burnside, R. H.
Burtnett, Earl (dec'd)
Burton, Nat (dec'd)
Burton, Val
Burwell, Clifford R. (Cliff)
Buys Peter
Buzzi-Peccia, A.(dec'd)
Byron, Richard
Caddigan, Jack J.
Cadman, Charles Wakefield (dec'd)
Caesar, Irving
Cahn, Sammy
Cailliet, Lucien
Cain, Noble
Callahan, J. Will (dec'd)
Camarata, Salvador
Campbell-Watson, Frank
Capano, Frank
Carazo, Castro
Carbonara, Gerard
Carey, Bill
Carle, Frankie
Carleton, Bob
Carling, Foster G.
Carlo, Monte
Carmichael, Hoagy
Carpenter, Charles

A S C A P

E 973

Members who have executed Television Agreement

Carpenter, John Alden
Carr, Leon
Carroll, Gene
Carroll, Harry
Carroll, Irv.
Carter, H. Everett
Carter, Ray
Casanova, Felipe
Casey, Kenneth
Cassel, Irwin M.
Castro, Armando
Cavanaugh, Bob
Cavanaugh, James (Jimmy)
Cesana, Otto
Chaplin, Saul
Charig, Philip
Charles, Dick
Charles, Ernest
Chase, Newell
Chasins, Abram
Chattaway, Thurland (dec'd)
Chavez, Carlos
Chenette, Ed
Chenoweth, Wilbur
Chernis, Jay
Chiaffarelli, Albert (dec'd)
Churchill, Frank E. (dec'd)
Clapp, Charles (Sunny)
Clare, Sidney

Clark, Amy Ashmore
Clark, Edgar Rogie
Clark, Edward
Clark, Kenneth S. (dec'd)
Clarke, Grant (dec'd)
Clarke, Herbert L. (dec'd)
Clarkson, Geoffrey
Clarkson, Harry F.
Claypoole, Edward B.
Cleary, Michael H.
Cleary, Ruth
Clifford, Gordon
Clint, H. O'Reilly
Clinton, Larry
Clokey, Joseph W.
Cobb, George L. (dec'd)
Cobb, Will D. (dec'd)
Coben, Cy
Cobey, Louis (Lew)
Coburn, Richard
Cogane, Nelson
Cohen, Sol B.
Cole, Ulric
Collins, Will
Comden, Betty
Confrey, Edw. E. (Zez)
Conley, Larry
Conn, Chester

A S C A P

E 974

Members who have executed Television Agreement

Conn, Irving
Connor, Pierre
Conrad, Con (dec'd)
Converse, Frederick S. (dec'd)
Cook, Philip D. (Phil)
Cook, W. Mercer
Cook, Will Marion (dec'd)
Cooke, Chas. L.
Cooke, James Francis
Coombs, C. Whitney (dec'd)
Cooper, Joe
Coopersmith, Jacob Maurice
Coots, J. Fred
Copeland, Leslie C. (dec'd)
Copland, Aaron
Corday, Leo
Cornett, Alice
Costello, Bartley (dec'd)
Cowan, Lynn F.
Cowan, Rubey
Cowan, Stanley
Cowles, Cecil
Craig, Francis
Crawford, Robert M.
Creamer, Henry (dec'd)
Creston, Paul
Crist, Bainbridge
Crooker, Earle T.

Crumit, Frank (dec'd)
Cunningham, Paul
Cuppett, Charles Harold
Curran, Pearl G. (dec'd)
Curtis, Billy
Curtis, Loyal (dec'd)
Cushing, Catherine C.
Czerwonky, Richard
Dabney, Ford T.
Dale, Jimmy
Dallam, Helen
Daly, Joseph M.
Damrosch, Walter
Daniels, Charles N. (dec'd)
Daniels, Mabel
Darby, Kenneth Lorin (Ken)
Darcy, Thomas F., Jr.
D'Artega, Alfonso
Davenport, Charles (Cow Cow)
David, Benj.
David, Hal
David, Lee
David, Mack
Davidson, Morrey
Davies, Mary Carolyn
Davis, Benny
Davis, George Collin (dec'd)
Davis, John Carlyle (Dec'd)
Davis, Katherine K.

A S C A P E 975

Members who have executed Television Agreement

Davis, Lou
Davis, Mack (dec'd)
Dawson, Eli
DeCevee, Alice
DeCosta, Harry
DeCrescenzo, Vincenzo
Dee, Sylvia
DeLamarter, Eric
DeLeath, Vaughn (dec'd)
DeLeon, Robert
DeLeone, Francesco B. (dec'd)
Delf, Harry
Dello Joio, Norman
Denni, Gwynne
Denni, Lucien (dec'd)
Denniker, Paul
Densmore, John H. (dec'd)
DePackh, Maurice
DePaul, Gene
Deppen, Jessie L.
DeRose, Peter
DeSylva B. G. (Bud)
Dett, R. Nathaniel (dec'd)
Deutch, Emery
DeVoll, Cal
DeVries, John
Diamond, David Leo
Dickinson, Clarence
Dickinson, Helen A.
Diggle, Roland
Dillon, Fannie, C. (dec'd)
Dillon, Will
Dixon, Mort
Dodd, Jimmie
Dolph, John M.
Donaldson, Walter (dec'd)
Donaldson, Will
Donez, Ian
Donnelly, Andrew
Donnelly, Dorothy (dec'd)
Donovan, Walter
Dougherty, Celius
Dougherty, Dan
Douglas, Bert
Dowell, Saxie
Dowling, Eddie
Downey, Fairfax D.
Doyle, Walter W. (dec'd)
Drake, Ervin, M.
Drake, Milton
Dresser, Paul (dec'd)
Dreyer, Dave
Drumm, George
Drutman, Irving
Dubensky, Arcady
Dubin, Al (dec'd)

A S C A P E 976

Members who have executed Television Agreement

Duke, John W.
Duke, Vernon
Dulmage, Will E.
Duncan, Wm. Cary (dec'd)
Dungan, Olive
Dunham, William D. "By"
Dunkley, Ferdinand
Dunn, James P. (dec'd)
DuPage, Richard
Dupre, Jimmy R.
Durand, Wade Hampton
Durante, Jimmy
Dyson, Hal
Eager, Edward
Eakin, Vera O.
Earhart, Will
Eaton, Jimmy
Eberhart, Nelle Richmond (dec'd)
Edelheit, Harry
Edens, Roger
Edmonds, Shepard N.
Edmondson, Garth
Edwards, Clara
Edwards, Gus (dec'd)
Edwards, Jack
Edwards, Leo
Edwards, Michael
Egan, John C. (Jack) (dec'd)
Egan, Raymond B.
Egner, Philip
Ehrlich, Sam (dec'd)
Eisler, Hanns
Elie, Justin (dec'd)
Eliscu, Edward
Elkus, Albert I.
Ellington, Duke
Elliott, Alonzo (Zo)
Elliott, John M.
Ellis, Jack
Ellsworth, Bob
Elman, Mischa
Elmore, Robert
Emmerich, Robert D. (Bob)
Enders, Harvey (dec'd)
Engel, Carl (dec'd)
English, Granville
Eppert, Carl
Erdman, Ernie (dec'd)
Erdody, Leo
Erickson, Jack
Erwin, Lee
Evans, Raymond B.
Faber, William E.
Fain, Sammy
Fairchild, Edgar

A S-C A P

E 977

Members who have executed Television Agreement

Fairman, George
Farley, Edward J.
Farley, Roland (dec'd)
Farrar, Geraldine
Farrar, Walton T.
Farrow, Johnny
Farwell, Arthur
Fazioli, Bernardo (dec'd)
Fazioli, Billy (dec'd)
Feather, Leonard G.
Federlein, Gottfried H.
Fein, Pearl
Fenner, Beatrice
Fenstock, Belle
Fenton, Howard
Fetter, Ted
Feyne, Buddy
Fichthorn, Claude L.
Field, Eugene (dec'd)
Fields, Arthur
Fields, Buddy
Fields, Dorothy
Fields, Irving
Fien, Lupin
Filas, Thomas J.
Fillmore, Henry
Fina, Jack
Finch, Dick
Fink, Henry
Finke, Jr., John
Finley, Lorraine N.
Finn, William J.
Fiorito, Ted
Fischer, Carl
Fisher, Doris
Fisher, Mark (Dec'd)
Fisher, Marvin
Fisher, William Arms (Dec'd)
Fitch, Theodore, F.
Fitzpatrick, Michael J.
Flagler, Robert S. (dec'd)
Flaster, Karl
Flatow, Leon (dec'd)
Fleeson, Neville (dec'd)
Fletcher, Archie
Flynn, Allan
Forrest, George (Chet)
Fortis, Johnny
Forster, Dorothy
Forsyth, Cecil (dec'd)
Foster, Fay
Fotin, Larry
Fowler, B. Sherman
Fox, J. Bertram (dec'd)
Fox, Oscar J.
Fradkin, Frederic

A S C A P

E 978

Members who have executed Television Agreement

Franklin, Dave
Franklin, Jimmie
Franklin, Malvin, M.
Franklyn, Blanche
Frazzini, Al
Freed, Arthur
Freed, Isadore
Freed, Ralph
Freed, Walter
Freedman, Max C.
Freeman, Ticker
Freer, Eleanor Everest (dec'd)
Freudenthal, Josef
Frey, Hugo
Fried, Martin
Friedlander, William B.
Friedman, Lee (dec'd)
Friedman, Stanleigh P.
Friend, Cliff
Friml, Rudolf
Frisch, Albert T.
Frisch, Billy
Frosini, Pietro
Frost, Harold G. (Jack)
Fryberg, Mart
Fuleihan, Anis
Fulton, Jack
Gabler, Milton
Gabriel, Chas. H. (dec'd)
Gahm, Joseph (dec'd)
Gaines, Samuel Richards (dec'd)
Gallop, Sammy
Galloway, Tod B. (dec'd)
Gamse, Albert
Gannaway, Al
Gannon, Kim
Ganz, Rudolph
Gardner, Samuel
Gardner, William H. (dec'd)
Garland, Joseph C.
Garrett, Lloyd Fry
Gaskill, Clarence (dec'd)
Gates, B. Cecil (dec'd)
Gaul, Harvey B. (dec'd)
Gay, Byron (dec'd)
Geibel, Adam (dec'd)
George, Don
George, Don R.
Gerard, Richard Hirsch (Dec'd)
Gerber, Alex
Gershwin, Arthur
Gershwin, George (dec'd)
Gershwin, Ira
Giannini, Vittorio
Gibb, Robert W.
Gibbs, Arthur H.

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A S C A P

E 979

Members who have executed Television Agreement

Gilbert, Harry

Gilbert, L. Wolfe

Gilbert, Robert

Gillespie, Haven

Gillis, Don

Gilmore, Elizabeth McCabe

Gindhart, Thomas J.

Ginsberg, Sol

Glick, Jesse G. M. (dec'd)

Gloga , Jack

Godowsky, Leopold (dec'd)

Goell, Kermit

Goering, Al

Goetschius, Marjorie

Gold, Joe

Golde, Walter

Golden, Ernie

Golden, John

Golden, Sylvia

Goldman, Edwin Franko

Goldman, Richa d Franko

Goldsworthy, W. A.

Gomez, Vicente

Goodhart, Al

Goodman, Alfred

Goodman, Benny

Goodman, Frank

Goodman, Lillian Rosedale

Goodwin, Joe (dec'd)

Goodwin, Walter

Goold, Sam (dec'd)

Gordon, Irving

Gordon, Mack

Gorin, Igor

Gorney, Jay

Gottler, Archie

Gottler, Jerome

Gould, Morton

Goulding, Edmund

Graff, George

Grainger, Percy Aldridge

Grandjany, Marcel

Grant, Allan

Grant, Bert

Grant, Charles N. (dec'd)

Gray, Chauncey

Gray, Jerry

Gray, Thomas J. (dec'd)

Green, Adolph

Green, Bud

Green, Paul

Greenberg, Abner

Greene, Joe

Greene, Mort

Greene, Schuyler (dec'd)

Greer, Jesse

ASCAP E 980

Members who have executed Television Agreement

Gregory, Bobby
Grenet, Elisco
Grennard, Elliott
Grever, Maria
Grey, Clifford (dec'd)
Grey, Frank H.
Grey, Joseph W.
Grier, Jimmie
Griffes, Charles Tomlinson (dec'd)
Griffin, Gerald
Griffis, Elliot
Griselle, Thomas
Grofe, Ferde
Gross, Walter
Grossman, Bernie
Grosvenor, Ralph L.
Grouya, Theodor (Ted)
Gruenberg, Louis
Gruenwald, Alfred
Grunberg, Jacques
Grunn, Homer (dec'd)
Guion, David W.
Guiu, Jose Melis
Gulesian, Mrs. M. H. (Grace Warner)
Gumble, Albert (dec'd)
Gunsky, Maurice J. (dec'd)
Gusikoff, Michel
Gusman, Meyer

Hadley, Henry (dec'd)
Haenschen, Gustave (Walter)
Hageman, Richard
Hagen, John Milton (Milt)
Hager, Clyde (dec'd)
Hahn, Carl (dec'd)
Haid, William (Billy)
Hajos, Karl
Hall, Fred
Hall, Teddy
Hall, Wendell Woods
Hamblen, Bernard
Hamilton, George (Spike)
Hamilton, Nancy
Hammerstein, Oscar, 2nd
Handman, Lou
Handy, William C.
Hanley, James F. (dec'd)
Hanlon, Bert
Hanson, Howard
Harbach, Otto A.
Harburg, E. Y.
Haring, Robert C.
Harling, W. Franke
Harper, Marjorie
Harrington, W. Clark
Harris, Charles K. (dec'd)
Harris, Edward

December 31, 1948

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E 981

Members who have executed Television Agreement

Harris, Harry

Harris, Remus

Harris, Victor (dec'd)

Harris, Will J.

Harrison, Charles F.

Hartman, Don

Hartmann, Arthur

Hathaway, Charles

Haubiel, Charles

Haughton, John Alan

Havez, Jean (dec'd)

Hawley, C. B. (dec'd)

Hayes, Billy

Hays, Billy

Hazzard, John E. (dec'd)

Heagney, William H.

Heath, Bobby

Heath, Hy

Heim, Emery (dec'd)

Hein, Silvio (dec'd)

Helfer, Walter

Henderson, Charles E.

Henderson, Ray

Henninger, George R.

Henry, Francis

Herbert, Jean

Herbert, Victor (dec'd)

Herendeen, Frederick

Herman, Pinky

Herrmann, Bernard

Herscher, Louis

Hersom, Frank E. (dec'd)

Herst, Jerry

Hess, Cliff

Heyman, Edward

Heyward, Du Bose (dec'd)

Heywood, Donald

Hickman, Art (dec'd)

Higginbotham, Irene

Higginson, J. Vincent

Hill, Alexander (dec'd)

Hill, Dedette Lee

Hill, Edward Burlingame

Hill, Mildred J. (dec'd)

Hill, William J. (Billy) (dec'd)

Hillebrand, Fred

Hillman, Roc

Himber, Richard

Hirsch, Louis A. (dec'd)

Hirsch, Walter

Hobart, George V. (dec'd)

Hodges, Johnny

Hoffman, Al

Hoffman, Max

Holler, John

Hollingsworth, Thekla

A S C A P

E 982

Members who have executed Television Agreement

Holmes, G. E. (dec'd)
Holzmann, Abraham (dec'd)
Homer, Benjamin
Homer, Sidney
Hooker, Brian (dec'd)
Hopkins, Claude
Horton, Vaughn
Horwitt, Arnold B.
Hoschna, Karl (dec'd)
Hosmer, Lucius (dec'd)
Hough, Will M.
Howard, Eddy
Howard, John Tasker
Howard, Joseph E.
Howard, Mel
Howard, Richard
Howe, Mary
Hubbell, Raymond
Hudson, Will
Huerter, Charles
Hueston, Billy
Hughes, Langston
Hughes, Rupert
Huhn, Bruno
Hupfeld, Herman
Hurd, Danny
Huston, Frank C.
Hutchins, Daryl

Hyde, Alex
Hyde, Madeline
Idress, Ramez
Ingraham, Herbert (dec'd)
Ingraham, Roy
Irwin, Gene
Irwin, William C. K. (Will)
Jackson, Mike (dec'd)
Jacobi, Frederick
Jacobs, Al
Jaffe, Moe
James, Billy
James, Philip
Janis, Elsie
Janssen, Werner
Jasmyn, Joan
Jason, Will
Jean, Elsie
Jenkins, Gordon
Jentes, Harry
Jerome, Jerome
Jerome, M. K.
Jerome, Maude Nugent
Jerome, William (dec'd)
Jessel, George
Johns, Al (dec'd)
Johnson, Arnold
Johnson, Charles L.

A S C A P

E 983

Members who have executed Television Agreement

Johnson, Edward

Johnson, Horace

Johnson, Howard E. (dec'd)

Johnson, J. Rosamond

Johnson, James P.

Johnson, James Weldon (dec'd)

Johnson, Philander (dec'd)

Johnston, Arthur

Johnston, Patricia

Johnstone, Gordon (dec'd)

Johnstone, Thomas A.

Johnstone, Will B. (dec'd)

Jolson, Al

Jones, Clarence M.

Jones, David Hugh

Jones, Haywood S.

Jones, Isham

Jones, Richard M. (dec'd)

Jones, Stephen, O.

Joplin, Scott (dec'd)

Jordan, Joe

Jordan, Roy

Josefovits, Teri

Josten, Werner

Jurgens, Dick

Jurmann, Walter

Kahal, Irving (dec'd)

Kahn, Donald

Kahn, Grace Le Boy

Kahn, Gus (dec'd)

Kahn, Roger Wolfe

Kalman, Emmerich

Kalmanoff, Martin

Kalmar, Bert, (dec'd)

Kamano, John N.

Kanner, Jerome H. (Jerry)

Kapp, David

Kassel, Art

Katscher, Robert (dec'd)

Kaufman, Alvin S.

Kaufman, Mel B. (dec'd)

Kay, Edward J.

Kay, Julian

Kaye, Buddy

Keating, John Henry

Keene, Kahn

Keithley, E. Clinton

Kelley, Edgar Stillman (dec'd)

Kellogg, Arthur Forrest

Kellogg, Kay

Kelly, Jamie

Kemmer, George W.

Kempinski, Leo A.

Kendis, James (dec'd)

Kenny, Charles F.

Kenny, Nick A.

ASCAP

E 984

Members Who Have Executed Television Agreement

Kent, Arthur
Kent, Walter
Kenton, Stanley (Stan)
Kerby, Paul
Kerker, Gustave A. (dec'd)
Kern, Jerome (dec'd)
Kernell, Wm. B.
Kernochan, Marshall
Kerr, Harry D.
Kesnar, Maurits
Kilenyi, Edward
King, Charles E.
King, Jack (dec'd)
King, Robert A. (Keiser) (dec'd)
King, Stoddard (dec'd)
King, Wayne
Kingsford, Charles
Kinscella, Hazel G.
Kirkeby, Ed
Kisco, Chas. W. (Charley)
Klages, Raymond W. (dec'd)
Klages, Theodore R. (Ted)
Klauber, Marcy
Klein, Lou (dec'd)
Klein, Manuel (dec'd)
Kleinecke, August (dec'd)
Kleinsinger, George
Klemm, Gustav (dec'd)
Klickmann, F. Henri
Klohr, John M.
Knight, Vick
Knox, Helen Boardman (dec'd)
Koehler Ted
Kogen, Harry
Kohlmann, Clarence (dec'd)
Koppell, Alfred B.
Kornblum, I. B.
Kortlander, Max
Kountz, Richard
Koutzen, Boris
Kramer, A. Walter
Kramer, Alex C.
Kreisler, Fritz
Krenz, Bill
Kronz, Bill
Kresa, Helmy
Kreutz, Arthur
Kroll, William
Krouse, H. Sylvester (dec'd)
Kuhn, Lee
Kuhn, Richard S.
Kuller, Sid
Kummer, Clare
Kurtz, Manny
Lada, Anton (dec'd)

A S C A P

E 985

Members who have executed Television Agreement

La Freniere, Charles F.
La Freniere, Emma P.
Lake, Mayhew Lester
La Marr, Frank
Lamb, Arthur, dec'd)
Lambert, Edward J.
Lane, Burton
Lane, Eastwood
Lane, Edward
Lang, Philip E. J.
Lange, Arthur
Lange, Henry W.
Lange, Johnny
Langenus, Gustave
Langstroth, Ivan
Laramore, Vivian Yeiser
Lardner, Ring (dec'd)
La Rocca, D. James
Laska, Edward
Laszlo, Alexander
Latham, Dwight B.
Latouche, John
Lava, William
Lawlor, Chas. B. (dec'd)
Lawnhurst, Vee
Lawrence, Cornelius C. (Neil)
Lawrence, Harold
Le Baron, William
Lee, Dai-Keong
Lee, Lester
Lee, Marvin
Lee, Norah (dec'd)
Leech, Lida Shivers
Leeds, Milton
Lefebvre, Channing
Leftwich, Vernon
Leibert, Richard W.
Leidzen, Erik
Leighton, Bert
Lemonier, Tom (dec'd)
Leonard Anita
Leonard, Eddie (dec'd)
Leonard, Robert Ilke
Leonardi, Leon
Leopold, J. Walter
Lerner, Sammy
Leslie, Edgar
Leveen, Raymond
Levey, Harold
Levine, Marks
Levitzki, Mischa (dec'd)
Levy, Sol P. (dec'd)
Lewine, Richard
Lewis, Al
Lewis, Harold
Lewis, Meado (Lux)

Members who have executed Television Agreement

Lewis, Roger (dec'd)
Lewis, Samuel M.
Lieberman, David M.
Lief, Max
Lief, Nathaniel (dec'd)
Lieurance, Thurlow
Lillenas, Bertha Mae (dec'd)
Lillenas, Haldor
Lippman, Sidney
Little, George A. (dec'd)
Little, Jack
Livingston, Fud
Livingston, Jay
Livingston, Jerry
Livingston, William (Bill)
Livingstone, Mabel
Lockhart, Eugene
Loeb, John Jacob
Loehner-Beda, Fritz (dec'd)
Loewe, Frederick
Logan, Fred'k Knight (dec'd)
Logan, Virginia Knight (dec'd)
Loman, Jules
Lombardo, Carmen
Long, Andy Iona
Long, Elsie (dec'd)
Loomis, Clarence
Lopez, Vincent
Lorenz, Edmund S. (dec'd)
Lorenz, Ellen Jane
Lorenzo, Ange
Loth, L. Leslie
Loveday, Carroll
Lowe, Ruth
Lown, Bert
Luban, Francia
Lucas, Carroll W.
Lunceford, Jimmie (dec'd)
Lundquist, Matthew N.
Lussi, Marie
Luther, Frank
MacBoyle, Darl (dec'd)
MacDermid, James G.
MacDonough, Glen (dec'd)
MacDowell, Edward (dec'd)
MacGimsey, Robert
MacGregor, J. Chalmers (Chummy)
MacLean, Ross
MacLeish, Archibald
MacPherson, Harry
Macdonald, Ballard (dec'd)
Macfarlane, Will C. (dec'd)
Machan, Benjamin A.
Mack, Andrew (dec'd)

A S C A P

E 987

Members who have executed Television Agreement

Madden, Edward
Madden, Frank
Madison, Nat
Maganini, Quinto
Magidson, Herbert
Magine, Frank
Mahoney, Jack (Dec'd)
Mahr, Herman Carl (Curley)
Maley, Florence Turner
Malneck, Matt
Malotte, Albert Hay
Maltin, Bernard
Mana-Zucca. Mme.
Mann, Pe
Mann, Paul
Manners, Zeke
Manney, Charles F.
Manning, Dick
Manning, Kathleen Lockhart
Manning, Richard
Manus, Jack
Marais, Josef
Marcelli, Nino
Marco, Sano
Marcus, Sol
Mares, Paul Joseph
Marion, George, Jr.

Markes, Lawrence W., Jr. (Larry)
Marks, John D.
Marsh, Charles H,
Marshall, Henry I,
Martens, Fred'k H. (dec'd)
Martin, Hugh
Martin, Sam
Marvin, Johnny (dec'd)
Mason, Daniel Gregory
Mason, Jack
Masters, Frankie
Matthews, H. Alexander
Maurice-Jacquet, H.
Maxwell, Eddie
Maxwell, Richard
McCarron, Chas. (dec'd)
McCarthy, Charles J. (Chuck)
McCarthy, Joseph (dec'd)
McConnell, George B.
McCree, Junie (dec'd)
McDonald, Harl.
McClintock, Harry Kirby
McCollin, Frances
McEnery, David
McGrane, Paul James
McHugh, Jimmy
McIntire, Lani

A S C A P E 988

Members Who Have Executed Television Agreement

McKay, George Frederick
McKenna, William J.
McKinley, Ray
McKinney, Howard D.
McLaughlin, John
McLeod, Keith
McPhail, Lindsay
McPherson, R. C. (dec'd)
McRae, Teddy
Mead, George
Meadows, Fred
Meakin, Jack
Melrose, Walter
Melsher, Irving
Mencher, Murray
Mendelsohn, J. Arko (dec'd)
Mendoza, David
Menotti, Gian Carlo
Mercer, John H.
Meredith, I. H.
Merle, George (dec'd)
Meroff, Benny
Merrill, Blanche
Meskill, Jack (J. Macklyn)
Messenheimer, Sam
Metz, Theo. A. (dec'd)
Meyer, George W.
Meyer, Joseph
Meyer, Sol
Meyers, Billy
Michels, Walter
Miketta, Robert M. (Bob)
Miles, A. H.
Miles, C. Austin (dec'd)
Miles, Richard (Dick)
Miles, Walter E.
Millay, Edna St. Vincent
Miller, Harry S.
Miller, Irving
Miller, Ned
Miller, Sidney
Millinder, Lucius (Lucky)
Mills, Carley
Mills, F. A. (Kerry) (Dec'd)
Mills, Gilbert (Gil)
Mills, William E. (Billy)
Milton, Jay
Mineo, Samuel
Mitchell, Mae
Mitchell, Raymond Earle
Mitchell, Sidney D. (dec'd)
Mitchell, "Teepee"
Mizzy, Vic

A S C A P

Members Who Have Executed Television Agreement E 989

Monaco, James V. (dec'd)
Monroe, Vaughn
Montani, Nicola A. (dec'd)
Mooney, Harold
Moore, Douglas
Moore, Elizabeth Evelyn
Moore, Francis (dec'd)
Moore, Leslie F. (dec'd)
Moore, Mary Carr
Moore, McElbert
Moran, Edward P.
Morgan, Carey
Morgan, Russ
Moritz, Edvard
Morris, Edward
Morris, Harold
Morris, Lee
Morris, Melville
Morrissey, Will
Morse, Arthur Cleveland
Morse, Theodora (Dolly)
Morse, Theodore (dec'd)
Morton, Ferdinand Joseph (dec'd)
Mossman, Ted
Mott, Harold
Motzan, Otto (dec'd)
Mueller, Carl F.
Mundy, James R.
Murchison, Kenneth M. (dec'd)
Murphy, Stanley (dec'd)
Murray, Jack (John)
Murray, Lyn
Muse, Clarence
Myers, Henry
Myers, Richard
Myrow, Josef
Mysels, Sammy
Napton, Johnny
Nash, Ogden
Nathan, Robert
Neiburg, Al. J.
Nelson, Ed. G.
Nemo, Henry
Nero, Kurt Paul
Nevin, Arthur (dec'd)
Nevin, Ethelbert (dec'd)
Nevin, George B. (dec'd)
Nevin, Gordon Balch (dec'd)
Newman, Albert M.
Newman, Charles
Niles, John Jacob
Noble, John Avery (Johnny)(dec'd)
Noble, T. Tertius
Nolte, Roy F.
Norman, Fred
North, Alex

A S C A P

E 990

Members Who Have Executed Television Agreement

Norton, George A. (dec'd)
Norworth, Jack
Oakland, Ben
O'Brien, Jack
O'Connell, Louis P.
O'Dea, Anne Caldwell (dec'd)
O'Hara, Geoffrey
Ohman, Phil
O'Keefe, James (dec'd)
O'Keefe, Lester
Olcott, Chauncey (dec'd)
Olds, W. B. (dec'd)
Olman, Abe
Olmstead, Clarence (Clare)
Opler, Alfred M.
Oppenheim, David
Orlob, Harold
Osborn, Arthur H.
Osborne, Nat
Osborne, Will
Osgood, H. O. (dec'd)
Osser, Edna
Otvos, A. Dorian (dec'd)
Overgard, Graham T.
Owens, Harry
Owens, Jack
Pack, Lorenzo
Page, H. Clifford
Paisley, William M.
Paley, Herman
Palmer, Bissell B.
Parenteau, Zoel
Parish, Mitchell
Parker, Horatio (dec'd)
Parrish, Avery
Pascal, Milton H.
Pascoe, Richard W.
Pasternack, Josef (dec'd)
Paull, E. T. (dec'd)
Pearl, Leo J. (Lee)
Pease, Harry (dec'd)
Peck, Raymond
Peery, Rob Roy
Penn, Arthur A. (dec'd)
Pepper, Buddy
Perkins, Ray
Perry, Sam A. (dec'd)
Persichetti, Vincent
Peterson, Betty
Petkere, Bernice
Petrillo, Caesar
Phillips, Burrill
Phillips, Fred
Phillips, Howard
Piantadosi, Al

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Members who have executed Television Agreement

Pinkard, Edna B.
Pinkard, Maceo
Pirani, Eugeniodi (Dec'd)
Piron, A. J. (dec'd)
Pochon, Alfred
Pola, Edward
Poll, Ruth
Polla, W. C. (dec'd)
Pollack, Lew (dec'd)
Pollock, Channing (dec'd)
Pollock, Muriel
Ponce, Phil (dec'd)
Porter, Cole
Porter, Lew
Portnoff, Mischa
Powell, Brychan B.
Powell, John
Powell, Laurance
Preston, Walter H.
Price, Florence B.
Price, Georgie
Prima, Louis
Prival, Max
Pryor, Arthur (dec'd)
Puck, Harry
Pyle Harry C.
Quadling, Lew
Quenzer, Arthur
Rachmaninoff, Sergei (dec'd)
Radford, Dave
Rapee, Erno (dec'd)
Rasbach, Oscar
Raskin, William (dec'd)
Raye, Don
Razaf, Andy
Read, Gardner
Reddick, William J.
Redman, Don
Redmond, John
Reed, David (dec'd)
Reed, Robert B.
Reichert, Heinz (dec'd)
Reid, Reidy (dec'd)
Reif, Paul
Reiser, Alois
Reisfeld, Bert
Remsen, Alice
Rene, Leon T.
Rene, Otis J., Jr.
Repper, Charles
Revel, Harry
Revueltas, Silvestre (dec'd)
Ricca, Louis (Lou)
Ricciardello, Joseph A.
Rice, Elmer
Rice, Gitz (dec'd)

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Members Who Have Executed Television Agreement

Rich, Freddie
Rich, Gladys
Rich, Max
Richards, Stephen
Richardson, Arthur
Richman, Harry
Richter, Ada
Riesenfeld, Hugo (dec'd)
Riler, James Whitcomb (dec'd)
Riley, Mike
Rines, Joe
Ringle, Dave
Ringwald, Roy
Rizzi, Alberto (dec'd)
Robe, Harold (dec'd)
Roberts, Allan
Roberts, C. Luckeyth (C. Luckey)
Roberts, Charles J.
Roberts, Lee S.
Roberts, Paul
Robertson, Dick
Robin, Leo
Robin, Sydney
Robinson, Harry I.
Robinson, J. Russel
Robison, Carson J.
Robison, Willard
Robyn, Alfred G. (dec'd)
Rodeheaver, Homer
Roder, Milan
Rodgers, Jimmie (dec'd)
Rodgers, Richard
Rogan, Jimmy
Rogers, Bernard
Rogers, Eddy
Rogers, James H. (dec'd)
Rolfe, Walter (dec'd)
Romberg, Sigmund
Rome, Harold J.
Roobenian, Amber
Rose, Billy
Rose, Ed (dec'd)
Rose, Vincent (dec'd)
Rosemont, Walter L.
Rosenberg, Jack (dec'd)
Rosey, George (dec'd)
Rosey, Joe (dec'd)
Rosoff, Charles
Rossini, Carlo
Rothberg, Bob (dec'd)
Rotter, Fritz
Rourke, M. E. (dec'd)
Rowan, Irwin
Rowell, Glenn
Royal, Larry
Rubens, Hugo
Rubens, Maurie (Dec'd)
Ruby, Harry

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Members Who Have Executed Television Agreement

Ruby, Herman

Rugolo, Pete

Rule, Jimmy

Rupp, Carl

Rusincky, Paul

Russell, Alexander

Russell, Sydney King (S. King)

Russo, Dan

Russotto, Leo

Ryan, Ben

Ryder, Noah F.

Ryder, Sturkow, Mme.

Ryerson, Frank

Saar, Louis Victor (dec'd)

Sacco, John Charles

Sacco, Tony

Saenger, Gustav (dec'd)

St. Clair, Floyd J. (dec'd)

Salta, Menotti

Salter, Mary Turner (dec'd)

Saminsky, Lazare

Sampson, Edgar M.

Samuels, Milton

Samuels, Walter G.

Sanders, Alma M.

Sandoval, Miguel

Sandry, Vin

Sanford, Dick

Santly, Henry W. (dec'd)

Santly, Joseph H.

Santly, Lester

Sauer, Robert (dec'd)

Savino, Domenico

Saxon, David

Scarmolin, A. Louis

Schad, Walter C.

Schaeffer, Mary

Schafer, Bob (dec'd)

Schertzinger, Victor (dec'd)

Schmid, Adolf

Schmid, Johann C.

Schmidt, Erwin R.

Schoebel, Elmer

Schoenberg, Arnold

Scholin, C. Albert

Scholl, Jack

Schonberg, Chris M.

Schonberger, John

Schrieber, Frederick C.

Schroeder, Aaron H.

Schroeder, William A.

Schumann, Walter

Schuster, Ira (dec'd)

Schuster, Joseph

Schwartz, Arthur

Schwartz, Jean

Members Who Have Executed Television Agreement

Schwarzwald, Milton

Sciapiro, Michel

Scott, John Prindle (dec'd)

Seaver, Blanche Ebert

Segal, Jack O.

Seiler, Edward (Eddie)

Seleman, Victor

Sendry, Albert

Severn, Edmund (dec'd)

Seymour, John Laurence

Seymour, Tot

Shackley, George H.

Shand, Terry

Shannon, James Royce (dec'd)

Shapiro, Dan

Shapiro, Ted

Sharples, Winston S.

Shaw, Charles

Shay, Larry

Shefter, Bert A.

Shelley, Gladys

Shelley, Harry Rowe (dec'd)

Shelly, Louis Edward

Shepherd, Arthur

Sherman, Al

Shield, Leroy

Shields, Ren (dec'd)

Shilkret, Jack

Shilkret, Nathaniel

Shirl, Jimmy

Shulman, Alan M.

Shuman, Francis K. (Frank)

Shure, R. Deane

Siegel, Al

Siegel, Arsene

Siegel, Paul

Sigler, Maurice (Mose)

Sigman, Carl

Signorelli, Frank

Silberta, Rhea

Silver, Abner

Silver, Frank

Silvers, Sid

Simmons, Homer

Simms, Alice D.

Simon, Edward C. (dec'd)

Simon, Nat

Simon, Robert A.

Simon, Walter C.

Simons, Seymour B.

Sims, Lee

Sinatra, Ray

Singer, Dolph (dec'd)

Singer, Louis C.

Sirmay, Albert

Sissle, Noble

Members Who Have Executed Television Agreement

Sisson, Kenn (dec'd)
Sizemore, Arthur L.
Skeath, Harold R. (dec'd)
Skidmore, Will E.
Skilton, Charles S. (dec'd)
Skinner, Frank C.
Skylar, Sunny
Sloane, A. Baldwin (dec'd)
Smith, Beasley
Smith, Chris
Smith, Clay (dec'd)
Smith, Earl K.
Smith, H. Wakefield
Smith, Harry B. (dec'd)
Smith, Julia
Smith, Richard B. (Dick) (dec'd)
Smith, Robert B.
Smith, Walter Wallace (dec'd)
Snell, David L.
Snyder, Ted
Solman, Alfred (dec'd)
Solomon, Harold
Solomon, Joseph (dec'd)
Somohano, Arturo
Sosnik, Harry
Sousa, John Philip (dec'd)
Sowerby, Leo

Spaeth, Sigmund
Spalding, Albert
Speaks, Oley (Dec'd)
Spencer, Fleta Jan Brown (dec'd)
Spencer, Herbert (dec'd)
Spencer, James H.
Spencer, Otis
Spialek, Hans
Spickol, Max
Spielman, Fred (Fritz)
Spier, Harry R.
Spier, Larry
Spikes, Benjamin F.
Spikes, John C.
Spina, Harold
Spitalny, H. Leopold
Spross, Charles Gilbert
Squires, Harry D.
Stamper, David
Stanley, Jack (dec'd)
Stanley, Robert
Stanton, Frank L. (dec'd)
Starr, Tony
Stebbins, George C. (dec'd)
Stein, William
Steiner, Howard
Steininger, Franz K. W.

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Members Who Have Executed Television Agreement

Stephens, Ward (dec'd)
Stept, Sam H.
Sterling, Andrew B.
Stern, Henry R.
Stern, Jack
Stevens, David (dec'd)
Stewart, Dorothy M. R.
Stickles, William
Still, William Grant
Stillman, Al
Stock, Larry
Stoddard, George E. (dec'd)
Stoddard, Harry
Stoessel, Albert (dec'd)
Stokowski, Leopold
Stone, Billy (dec'd)
Stone, Gregory
Stone, Jesse A. (Jessie)
Stoner, Michael S. (Mickey)
Stordahl, Axel
Stoughton, Roy S.
Stout, Clarence A.
Straight, Charley (dec'd)
Stravinsky, Igor
Strayhorn, Billy
Strickland, Lily
Stride, Harry
Stringfield, Lamar
Sturm, Murray
Styne, Jule
Suesse, Dana
Sullivan, Alexander C.
Sullivan, Dan J. (dec'd)
Sullivan, Henry
Sullivan, Joe
Sunshine, Marion
Swanstrom, Arthur (dec'd)
Sweatman, Wilbur C.
Sweet, Milo Allison
Swift, Kay
Symes, Marty
Tarr, Florence
Tatton, J. Meredith
Tauber, Doris
Taylor, Deems
Taylor, Irving
Templeton, Alec
Tepper, Saul
Tepper, Sid
Terker, Arthur
Taiani, Hugo
Terr, Max
Terry, Robert Huntington
Thatcher, Howard R.
Thomas, Christopher J.
Thomas, Dick

Members Who Have Executed Television Agreement

Thomas, Helen
Thompson, Randall
Thomson, Virgil
Thornhill, Claude
Thornton, James (dec'd)
Tibbles, George F.
Tietjens, Paul (dec'd)
Timberg, Sammy
Tinturin, Peter
Tizol, Juan
Tobias, Charles
Tobias, Harry
Tobias, Henry H.
Toch, Ernst
Todd, Clarence E.
Tomlin, Pinky
Torrance, Mrs. Joe Taylor
Towne, Charles Hanson
Trace, Albert J.
Trace, Ben L.
Tracey, Wm. G.
Treharne, Bryceson (dec'd)
Trent, Jo'
Trinkaus, George J.
Tripp, Paul
Trix, Helen
Troup, Bobby (Robert W.)
Trumbauer, Frank
Tucci, Terig
Tucker, John Aloyseus (Johnny)
Turk, Roy (dec'd)
Turner, John C. (Happy)
Tuthill, Burnet C.
Tuvim, Abe
Twohig, Daniel S.
Twomey, Kathleen C. (Kay)
Tyers, Wm. H. (dec'd)
Tyson, Mildred Lund
Urbano, Alfred J.
Val, Jack
Vallee, Rudy
Van Alstyne, Egbert
Van Cleve, Bert
Van Loon, Gerard Willem
Vann, Al
Van Steeden, Peter, Jr.
Vecsei, Desider Josef
Vene, Ruggero
Ventre, Frank L.
Venuti, Joe
Verges, Joe
Vernor, F. Dudleigh
Vicars, Harold (dec'd)
Vincent, Larry
Vincent, Nathaniel H.
Von Der Goltz, Eric

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Memers Who Have Executed Television Agreement

Von Tilzer, Albert

Von Tilzer, Harry (dec'd)

Wagenaar, Bernard

Waggner, George

Wagner, Joseph

Wagner, Larry

Wainer, Lee

Wald, Max

Walker, Donald J.

Walker, James J. (dec'd)

Walker, Raymond

Wallace, Mildred White

Wallace, Oliver G. (Ollie)

Waller, Thomas (Fats) (dec'd)

Walsh, J. Brandon

Walt, Edward J.

Walter, Serge

Walton, Kenneth

Ward, Charles B. (dec'd)

Ward, Edward

Ward, Sam

Ware, Harriet

Ware, Leonard

Warford, Claude

Waring, Fred

Warnick, Clay

Warren, Elinor Remick

Warren, Harry

Warshauer, Frank

Washburne, Jo (Country)

Washington, Ned

Watts, H. Grady

Watts, Winter

Waverly, Jack

Wayne, Jerry

Wayne, Mabel

Weaver, Powell

Webb, Kenneth S.

Weber, Edwin J.

Weeks, Harold

Weems, Ted

Weidt, A. J. (dec'd)

Weill, Irving

Weill, Kurt

Weinberg, Chas.

Weinberg, Jacob

Weinberger, Jaromir

Weiser, Irving

Weiss, George David

Weiss, Stephan

Weldon, Frank

Wells, John Barnes (dec'd)

Wells, Robert (Bob)

Wendling, Pete

Wenrich, Percy

Werner, Kay

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Members Who Have Executed Television Agreement

Werner, Sue

Wo[illegible]n, Louis (dec'd)

West, Eugene

Westbrook, Helen Searles

Weston, Paul

Westphal, Frank C. (Dec'd)

Whitcup, Leonard

White, Clarence Cameron

White, Edward R. (Eddie)

White, Joseph M.

White, Paul

White, William Wilfred (Willy)

Whitehouse, Fred

Whitford, Homer

Whithorne, Emerson

Whiting, George (dec'd)

Whiting, Richard A. (dec'd)

Whitney, Joan

Wick, Otto

Wiedoft, Rudy (Dec'd)

Wilder, Alexander (Alec)

Willadsen, Gene

Williams, Clarence

Williams, David McK.

Williams, Frances

Williams, Harry (dec'd)

Williams, Sam

Williams, Spencer

Williams, W. R.

Willson, Meredith

Wilson, Al

Wilson, Ira B.

Wilson, Irving M. (dec'd)

Winfree, Richard A.

Winne, Jesse M.

Wirges, William F.

Wise, Jessie Moore

Wodehouse, P. G.

Wolf, Jack

Wolfe, Jacques

Wood, Clement

Wood, Cyrus D. (dec'd)

Wood, Guy B.

Wood-Hill, M.

Wood, Leo (dec'd)

Woode, William Henri

Woodin, William H. (dec'd)

Woodman, R. Huntington (dec'd)

Woolsey, Maryhale

Work, John W.

Worth, Amy

Worth, Bobby

Wragg, Russell

Wright, Robert (Bob)

Wright, Frank A.

Wrubel, Allie

Members Who Have Executed Television Agreement

Wylie, George

Wynn, Ed

Yamin, Jaime

Yellen, Jack

Yoell, Larry

Yon, Pietro A. (dec'd)

Youmans, Vincent (dec'd)

Young, James Oliver (Jimmy)

Young, Joseph (dec'd)

Young, Rida Johnson (dec'd)

Young, Victor (Popular)

Young, Victor (Standard)

Youse, Glad Robinson

Zador, Eugene

Zamecnik, J. S.

Zaret, Hy.

Zano, Norman L.

Zimbalist, Efrem

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BLANKET NETWORK TELEVISION LICENSE

AGREEMENT made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (herein referred to as "SOCIETY") and [redacted] (herein referred to as "LICENSEE") as follows:

1. A. SOCIETY grants to LICENSEE and LICENSEE accepts for a period commencing as of January 1, 1954, and ending December 31, 1957, a license to perform publicly or to cause to be performed publicly in the United States by television broadcasting on LICENSEE'S network television programs over or through any and all of LICENSEE'S affiliated stations, non-dramatic performances of the separate musical compositions heretofore copyrighted, composed or written by those members of SOCIETY listed in Schedule "A" attached hereto (as the same may be augmented from time to time) and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights. As additional members of SOCIETY hereafter grant to SOCIETY the right to license performances by means of television broadcasting, such additional members will be added to those listed in Schedule "A" as of the date upon which SOCIETY acquires such rights.

B. So long as LICENSEE shall fully perform each and all of its obligations hereunder, SOCIETY will not interfere with the transmission of LICENSEE'S network television programs to television broadcasting stations located in countries outside the United States; but nothing herein contained shall be deemed to grant to any television broadcasting station outside the United States the right to perform the compositions licensed hereunder, it being understood that such foreign stations must obtain licenses from the owners of the performing rights in the country in which such foreign stations are located.

C. This license does not extend to or include the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture

form); provided, however, that the rights granted to LICENSEE under this agreement shall be deemed to include a grant of the right to make non-dramatic performances of compositions licensed hereunder by the television broadcasting of a motion picture containing such compositions if the rights in such motion picture other than those licensed under this agreement have been obtained from the parties in interest.

Nothing herein contained shall be deemed to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

The definition of the terms "dramatic" and "non-dramatic" performances contained in this Sub-

paragraph "C" are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of the parties subsequent to the expiration thereof or for any purpose other than this agreement.

D. Except as expressly herein otherwise provided, nothing herin contained shall be construed as authorizing LICENSEE to grant to others any right to reproduce or perform publicly for profit by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to perform publicly or reproduce the same for profit, by any means, method or process whatsoever.

E. "The United States" as used in this agreement shall be deemed to include its territories, dependencies and possessions during the term hereof, including but not limited to Puerto Rico, Alaska, Hawaii, Virgin Islands and the Canal Zone. To the extent that and so long as SOCIETY has and directly exercises the right to license the non-dramatic public performance of musical compositions by television broadcasting in the Republic of the Philippines, the term "The United States" as used in this agreement shall include such Republic.

2. A. No license is hereby granted to broadcast programs over any station unless such broadcast is

given on such station as part of a network television program of LICENSEE. LICENSEE agrees to furnish to SOCIETY upon the execution of this agreement a list of all LICENSEE'S affiliated stations and to furnish on or before the tenth day of each month additional lists showing all LICENSEE'S affiliated stations as of the last day of the preceding month.

B. "Network television program" as used in this agreement shall be deemed to mean a program, whether or not such program shall include visual material, broadcast over two or more of LICENSEE'S affiliated stations simultaneously or by so-called "delayed" or "repeat" broadcasts (sometimes known as "rebroadcasts"). A network television program of LICENSEE may be originated at or by any affiliated station broadcasting such network television program regardless of the manner, means, or method of such origination. LICENSEE'S network television programs may also so originate in any place other than at such stations whether or not such other place is licensed to perform publicly for profit the compositions licensed hereunder, but nothing herein contained shall be deemed to grant a license to such place itself (or to the parties responsible for the performance therein) for the public performance for profit in such place of any such compositions.

C. "LICENSEE'S affiliated stations" or "affiliated stations" as used in this agreement shall be deemed to mean all television broadcasting stations in the United States which regularly broadcast LICENSEE'S network television programs or which appear on LICENSEE'S network television rate cards and which (a) are interconnected with LICENSEE'S television network by co-axial cable, wire, television relay or any other means whatsoever, or (b) pending the availability of such means of interconnecting the stations with the network at an expenditure which is not unreasonable in comparison with the cost of interconnecting LICENSEE'S other affiliated stations, are parties to non-interconnected affiliation agreements with LICENSEE. Such stations shall only be deemed to be affiliated stations so long as they regularly broadcast such programs or appear on such rate cards, as the case may be. All television broadcasting stations in the United States which are owned and operated by LICENSEE and which broadcast LICENSEE'S network television programs shall be deemed to be affiliated stations for the purposes of this agreement, whether or not they appear on LICENSEE'S network television rate cards.

D. "LICENSEE'S occasional affiliated stations" as used in this agreement shall be deemed to mean television broadcasting stations not on LICENSEE'S television network rate cards to which LICENSEE only supplies network commercial television programs on the specific request of sponsors or to which LICENSEE only

supplies occasional network sustaining television programs of such national or public scope as a Presidential address or inauguration, addresses by internationally prominent governmental officials, a Eucharistic Congress, the launching of a battleship, or other sustaining television programs of equal public importance in the public interest, and such stations shall be deemed to be affiliated stations of LICENSEE solely for the purpose of such network commercial television programs or such occasional network sustaining television programs, as the case may be, and shall not be deemed affiliated with LICENSEE for any other purpose.

3. A. LICENSEE agrees to furnish to SOCIETY during the term of this agreement a list of all musical compositions (or, at the option of LICENSEE, a list of all musical compositions licensed hereunder) broadcast on network television programs of LICENSEE, showing the stations over which such programs are broadcast, the title of each composition and the composer and author thereof, and a brief notation of the scenery and costumes used.

B. At the request of SOCIETY, LICENSEE will furnish to SOCIETY the dialogue, if any, used in specified programs. SOCIETY will only ask for dialogue where it is reasonably necessary for its purposes. In cases where dialogue is only available in recorded form it will be sufficient for LICENSEES to permit SOCIETY to

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screen the recording. When the dialogue is available in written form in any of the cities where SOCIETY has an office and it is inconvenient for LICENSEE to make an additional copy, it will be sufficient if LICENSEE permits a representative of SOCIETY to examine the file copy of the dialgue at LICENSEE'S office. LICENSEE will have no obligation to furnish SOCIETY with dialogue in cases where it does not have within its control either a written or recorded version of the dialogue.

C. With respect to motion pictures broadcast on network television programs of LICENSEE, LICENSEE'S obligations under Sub-paragraphs "A" and "B" of this Paragraph "3" shall be deemed to have been complied with if LICENSEE shall identify the picture for SOCIETY by its title, the name of the producer where available, and the copyright notice contained therein where available, and shall show the stations over which such programs are broadcast. If SOCIETY does not have a music cue sheet for such picture, and LICENSEE does have such a sheet, LICENSEE shall make such music cue sheet available to SOCIETY for examination at SOCIETY'S request and SOCIETY shall return such sheet to LICENSEE promptly.

D. The provisions of Sub-paragraphs "B" and "C" of this Paragraph "3" shall not limit LICENSEE'S obligation to cooperate with SOCIETY in connection with any claim, demand or action referred to on Paragraph "9A" of this agreement.

4. A. The members of SOCIETY shall have the right, at any time and from time to time, in good faith, to restrict the television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be at any time thus restricted shall not exceed 750 and moreover that limited licenses will be granted upon application to SOCIETY entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial television broadcast thereof, be restricted for the

purpose of confining further television broadcasts thereof to a particular artist, station, network or program.

B. SOCIETY reserves the further right, at any time and from time to time, in good faith, to restrict the television broadcasting of any compositions, over and above the number specified in the previous paragraph, only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of SOCIETY or on a claim by a non-member of SOCIETY or by a member not listed in Schedule "A", as the same may be augmented from time to time, that SOCIETY does not have the right to license the public performance of such composition by television broadcasting.

5. A. In consideration of the license herein granted, LICENSEE agrees to pay to SOCIETY the following:

a. SUSTAINING FEE: For each calendar month during the term hereof a sum of TWELVE AND 50/100 DOLLARS ($12.50) for each of LICENSEE'S affiliated stations. No sustaining fee will be paid hereunder for LICENSEE'S occasional affiliated stations.

b. COMMERCIAL FEE: In addition, a sum equal to 2-1/2% of its "net receipts from sponsors after deductions", and

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c. ANNUAL ADJUSTMENTS: If, with respect to any calendar year during the term of this agreement, the total income received by SOCIETY from all television network blanket licensees is less than the total income received from ~~all~~ such television network blanket licensees for the year 1953, then LICENSEE shall pay, within 60 days after the end of each such calendar year during the term of this agreement, such proportion of the difference as its payment to SOCIETY under this agreement for such calendar year bears to the total payments to SOCIETY for such calendar year by all television network blanket licensees, but in no event shall the total payment to SOCIETY by LICENSEE for any calendar year of this agreement exceed the payment to SOCIETY which LICENSEE would have made for LICENSEE'S television network had LICENSEE'S payment for that year been computed at the rate applicable under the blanket network television license which was in effect in 1953. In applying the blanket network television license which was in effect in 1953 to later calendar years pursuant to this agreement the following shall be deemed incorporated therein for the purpose of this subdivision "c" of this Sub-paragraph "A" only:

(a) the final paragraph of subdivision "a" of Sub-paragraph "C" of Paragraph "5" thereof which placed a limitation on the deduction for cost of interconnection facilities in each of the years from 1949 to 1953 shall be deemed deleted; and

(b) subdivision "a" of Sub-paragraph "A" of Paragraph "5" thereof relating to the Sustaining Fee shall be deemed modified to read as follows:

"a. SUSTAINING FEE: For each calendar month during the term hereof a sum of TWELVE AND 50/100 DOLLARS ($12.50) for each of LICENSEE's affiliated stations. No sustaining fee will be paid hereunder for LICENSEE's occasional affiliated stations."

B. The term "net receipts from sponsors" as used in this agreement shall be deemed to mean the gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs, as defined herein, less any advertising agency commission not to exceed 15% actually allowed to a recognized advertising agency not owned or controlled by LICENSEE, or, in the case of co-operative programs, by the affiliated station allowing such commission.

C. The term "net receipts from sponsors after deductions" as used in this agreement shall be deemed to mean net receipts from sponsors, less the sum of the following deductions:

a. The amount paid by LICENSEE to the American Telephone and Telegraph Company, or any other common carrier, for the facilities used by LICENSEE at any time during the term hereof in interconnecting

LICENSEE'S affiliated stations (other than its occasional affiliated stations to which LICENSEE supplies occasional network sustaining television programs) for the purpose of broadcasting network television programs. In the event that LICENSEE obtains facilities for the interconnection of such affiliated stations for such purpose from any source other than the American Telephone and Telegraph Company or any other common carrier, then the cost to LICENSEE of such other facilities shall likewise be deductible. In the event that LICENSEE supplies its own facilities for the interconnection of such affiliated stations for such purpose, then the cost to LICENSEE of furnishing and operating such facilities shall likewise be deductible, but in no event shall such deduction exceed the amount which would have been deductible if common carrier facilities had been used for such purpose.

b. The actual cost of raw stock and processing of recordings of LICENSEE'S network television programs by so-called kinescope recordings (or other means used for the same purpose) for the purpose of furnishing such recordings to affiliated stations within the scope of the authorization contained in the letter attached as Exhibit "5" to the Network Letter, and of transporting such recordings to affiliated stations, less any amounts paid by such affiliated stations to LICENSEE for such recordings.

c. A sales commission on the net receipts from sponsors equal to 15% of such net receipts.

D. The term "gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs" as used in this agreement shall be deemed to mean all payments made (whether in money or in any other form) by or on behalf of the sponsor of each program for the use of LICENSEE'S television broadcasting facilities for all such network television programs, after deducting only rate card discounts, quantity and/or frequency, actually allowed, and whether such payment shall have been made directly to LICENSEE or to any other persons, firms or corporations. Where merchandise, services or any thing or service of value is received in lieu of cash consideration for the use of LICENSEE'S network television broadcasting facilities, the same shall be described and the reasonable value thereof determined and accounting made to SOCIETY upon the same basis as if a regular billing had been made by LICENSEE therefor in a sum equal to such reasonable value which in no event shall be deemed to exceed LICENSEE'S prevailing published card rate for such television broadcasting facilities.

E. No payment shall be required hereunder with respect to bona fide charges for the use of facilities furnished by LICENSEE to sponsors other than for time on the air, as such, provided:

a. that such charges are itemized separately when billed to the sponsors or their advertising agencies; and

b. that such charges are in addition to LICENSEE'S published applicable card rate (less applicable rate card discounts, quantity and/or frequency, actually allowed) for the use of LICENSEE'S television broadcasting facilities (i. e., time on the air) for the actual broadcast.

For the purpose of this Sub-paragraph "E", there shall be included in the term "LICENSEE'S published applicable card rate (less applicable rate card discounts, quantity and/or frequency, actually allowed) for the use of LICENSEE'S television broadcasting facilities (i. e., time on the air) for the actual broadcast" charges for facilities normally required at LICENSEE'S television network as a bona fide minimum for the television broadcast of a live studio program or a film program, as the case may be, excluding bona fide charges for rehearsal provided that they comply with the requirements of subdivisions "a" and "b" of this Sub-paragraph "E".

F. a. Co-operative programs are programs which are furnished by LICENSEE to its affiliated stations under an arrangement permitting an affiliate to broadcast such programs on a sustaining basis or on a commercial basis under the sponsorship of a local, regional or national advertiser contracting directly with such affiliated station or its representative for

the incorporation of the commercial credits of such advertiser into the program as broadcast by such affiliated station. For the purposes of this agreement only, and without prejudice to the position of SOCIETY or LICENSEE or of its affiliated stations as to the status of co-operative programs under SOCIETY'S non-visual broadcasting licenses, such co-operative television programs of LICENSEE shall be deemed to be LICENSEE'S network television programs covered by this agreement.

b. In the case of co-operative television programs the term "gross amount paid for the use of television broadcasting facilities for LICENSEE'S network television programs" as used in this agreement shall be deemed to mean the aggregate of the rate card rates therefor applicable to each of the particular sponsors (local, regional or national, as the case may be) and to the periods occupied by co-operative programs at the respective affiliated stations where such programs are commercially sponsored, after deducting only rate card discounts, quantity and/or frequency, actually allowed, except that in the case of package sales of time and talent combined, the rate card discounts, quantity

and/or frequency, to be deducted from the rate card rates shall be those applicable, in accordance with such affiliate's rate card, to each of the particular sponsors (local, regional or national, as the case may be) to whom such package sales are made and to the periods occupied by such co-operative programs at the respective affiliated stations where the programs which are the subject of such package sales are commercially sponsored, as certified to LICENSEE by such respective affiliates.

c. LICENSEE agrees that a condition of its supplying co-operative programs to any affiliated station with the right to sell such co-operative programs locally shall be that SOCIETY'S right to audit the books of such affiliated station under any local television agreement between SOCIETY and such affiliated station shall be deemed to extend to the matters specified in subdivision "b" of this Sub-paragraph "F" and any advertising agency commission deducted in accordance with the provisions of Sub-paragraph "B" of this Paragraph "5" with respect to such affiliated station in connection with LICENSEE'S co-operative programs. In the event that such audit establishes that any certification by any affiliated station pursuant to subdivision "b" of this

Sub-paragraph "F", or to Sub-paragraph "B" of this Paragraph "5", is incorrect, the amounts paid SOCIETY by LICENSEE based upon such certification shall be correspondingly adjusted, but no such adjustment shall be made as to broadcasts made more than thirty (30) months prior to receipt of notice from SOCIETY that a discrepancy exists between the amounts paid and payable hereunder with respect to such broadcasts.

G. No payment shall be required hereunder with respect to any sums received from political network television programs of LICENSEE, nor shall any payment be required with respect to broadcasts of LICENSEE'S network television programs over or through stations located outside the United States, and such foreign stations are not hereby granted any right to perform the compositions licensed hereunder.

H. No payment shall be required hereunder with respect to a network commercial television program of LICENSEE presented by a motion picture or by transcription if a license has been granted by SOCIETY (as distinguished from its members) at the source to perform on such network commercial television program by means of such motion picture or

by such transcription, as the case may be, the musical compositions embodied therein.

I. If any network television program of LICENSEE produced solely for broadcasting purposes is presented in a studio, auditorium or hall where an audience is admitted free of charge, or where the entire admittance charge is paid to an eleemosynary institution which shall request a gratuitous license from SOCIETY, no additional royalties or fees shall be charged by reason of the presence of such audience.

6. A. As to SUSTAINING FEE, LICENSEE shall on the twentieth day of each month during the term of this agreement pay to SOCIETY the monthly SUSTAINING FEE payable by LICENSEE to SOCIETY hereunder and such payments shall be accompanied by statements setting forth the basis upon which the computation is made.

B. As to COMMERCIAL FEE, LICENSEE shall render monthly statements to SOCIETY on or before the twentieth day of each month covering the period of the preceding calendar month, on forms supplied gratis by SOCIETY, with respect to all gross amounts paid for the use of television broadcasting facilities for LICENSEE'S network television programs,

and also showing all deductions in order to arrive at "net receipts from sponsors" and "net receipts from sponsors after deductions" as herein provided, without exception, and the percentage thereof payable to SOCIETY, which statements shall be accompanied by remittance due SOCIETY under the terms hereof.

C. Accountings and payments shall be made on a billing basis, with a right of deduction or rebate for bad accounts and discounts allowed or rebates paid. All billings made subsequent to the termination of this agreement with respect to network television broadcasts made during the term hereof shall be accounted for by LICENSEE as and when such billings are made by LICENSEE.

7. SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any statement of accounting required pursuant hereto. SOCIETY shall consider all data and information coming to its attention as a result of any such examination of books and records as completely and entirely confidential.

8. Upon any breach or default by LICENSEE of any terms herein contained relating to the reports, accountings or payments required to be made by LICENSEE,

SOCIETY may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within said thirty (30) days, SOCIETY may then promptly terminate this license.

9. A. SOCIETY agrees to indemnify, save and hold LICENSEE, its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them harmless, and defend LICENSEE, its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them from and against any claim, demand or suit that may be made or brought against them or any of them with respect to performances given on LICENSEE'S network television programs during the term hereof in accordance with this license of (a) "cleared compositions", or (b) musical compositions heretofore copyrighted, composed or written by members of SOCIETY listed in Schedule "A" as augmented from time to time and now or hereafter during the term hereof in the repertory of SOCIETY, or (c) musical compositions hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or (d) musical compositions which SOCIETY shall hereafter certify in writing to LICENSEE as musical compositions copyrighted, composed or written by such members of SOCIETY and included in SOCIETY'S repertory for the purposes of this agreement, or (e) musical compositions "deemed to be included in the

repertory of SOCIETY" in accordance with the provisions of Sub-paragraph "C" of this Paragraph "9". In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account of any such matter as is hereinabove referred to, LICENSEE shall promptly give SOCIETY written notice thereof and simultaneously therewith deliver to SOCIETY any such notice, process, paper or pleading, or a copy thereof, and SOCIETY at its own expense shall have sole charge of the defense of any such action or proceeding. LICENSEE, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the defense of any such action or proceeding and with whom counsel for SOCIETY shall cooperate. LICENSEE shall cooperate with SOCIETY in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds or other instruments, but at the sole expense of SOCIETY, that may be required in order properly to defend and resist any such action or proceeding, and prosecute any appeals taken therein. In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account of the performance on LICENSEE'S network television programs of any musical composition (other than a "cleared composition") contained in the repertory of SOCIETY but not heretofore or hereafter

during the term hereof copyrighted, composed or written by members of SOCIETY and not certified by SOCIETY as a musical composition copyrighted, composed or written by members of SOCIETY. SOCIETY agrees at the request of LICENSEE to cooperate with and assist LICENSEE in the defense of any such action or proceeding, and in any appeals that LICENSEE may elect to take from any judgments or orders entered therein.

B. As used in this Paragraph "9", a "cleared composition" shall mean any composition in the repertory of SOCIETY, not copyrighted, composed or written by a member of SOCIETY, which SOCIETY shall have notified LICENSEE is a composition with respect to which SOCIETY is willing to indemnify LICENSEE, provided that the performance of such composition shall be made on the specific network television program of LICENSEE for which a clearance shall have been given by SOCIETY; provided further, however, that in the event that SOCIETY notifies LICENSEE in writing that it is willing to clear such a composition without limitation to a specific program, such composition shall thereafter be regarded as a "cleared composition" until such time as SOCIETY shall rescind such clearance.

C. For the purpose of this Paragraph "9" only, any musical composition (other than a musical composition or group of musical compositions expressly excepted

therefrom or that may be restricted because of the operation of Paragraph "4" hereof) which is listed in either

(a) the perforated sheets known as the "ASCAP Index" previously furnished by SOCIETY to LICENSEE, or

(b) the bound volume entitled "ASCAP Index 1952",

as the same may have been revised heretofore or as the same may hereafter be revised, as a musical composition heretofore copyrighted by a present member of SOCIETY listed in Schedule "A" as such list of present members may be augmented from time to time shall be deemed to be included in the repertory of SOCIETY. SOCIETY shall have the right to make reasonable revisions in such Indices from time to time, provided, however, that no such revision and no exception referred to above shall be effective as to any broadcast of LICENSEE'S network programs made, or delayed or repeat broadcasts thereof scheduled, prior to the date on which LICENSEE shall have received notice of such revision or exception. Nothing in this Sub-paragraph "C" shall be deemed to limit LICENSEE'S rights or to limit or affect LICENSEE'S obligations to pay the license fees payable under this agreement or to limit SOCIETY'S obligations to indemnify as provided in Sub-paragraph "A" of this Paragraph "9".

D. The provisions contained in this Paragraph "9" shall apply to LICENSEE'S affiliated stations, sponsors and their advertising agencies, and its or their artists, as to LICENSEE'S network television programs with the same effect as if in each instance there had been added to "LICENSEE" the words "its affiliated stations, sponsors and their advertising agencies, its and their artists, and each of them."

10. SOCIETY agrees during the term hereof to maintain for the service of LICENSEE substantially SOCIETY'S present repertory of compositions copyrighted, composed or written by present members of SOCIETY, listed in Schedule "A" as such list of present members may be augmented from time to time. In case there shall be a substantial diminution, by reason of action by SOCIETY or any such members, in the use which LICENSEE may make of compositions copyrighted, composed or written by such members of SOCIETY as compared to the use which LICENSEE customarily has been permitted to make of such compositions prior to the actual execution of this agreement or in case there shall be a substantial diminution in SOCIETY'S present repertory of compositions copyrighted, composed or written by present members of SOCIETY listed in Schedule "A" as such list of present members may be augmented from time to time, LICENSEE may give SOCIETY

thirty (30) days' notice in writing to cure such substantial diminution. In the event that such substantial diminution in use or repertory has not been cured within said thirty (30) days, LICENSEE may then promptly terminate this agreement. If LICENSEE does not so terminate, LICENSEE shall have the right to obtain a reduction, as hereinafter provided, in the percentage payable on its "net receipts from sponsors after deductions" proportionate to such substantial diminution in use or repertory.

In the event that (a) such a substantial diminution in use or repertory shall have occurred and LICENSEE shall have notified SOCIETY thereof, and (b) SOCIETY shall not have cured such diminution within thirty (30) days thereafter, and (c) SOCIETY and LICENSEE shall be unable to agree within such thirty (30) days either as to the existence of such a diminution as would justify a decrease in the license fees payable hereunder or as to the appropriate reduction in the percentage payable on LICENSEE'S "net receipts from sponsors after deductions" by reason of such diminution, and (d) LICENSEE shall not have terminated this agreement as herein provided, the controversy shall be determined by arbitration as herein provided.

In the event that such a substantial diminution in use or repertory shall have been determined to exist as herein provided and thereafter SOCIETY shall have cured such diminution, SOCIETY shall have the right to obtain, as

herein provided, the restoration of any reduction theretofore made in the license fees payable under this agreement by reason of such diminution. In the event that SOCIETY shall notify LICENSEE that in SOCIETY'S opinion any substantial diminution in use or repertory shall have been cured and within thirty (30) days thereafter SOCIETY and LICENSEE shall be unable to agree as to whether or not such diminution shall have been cured, the controversy shall be determined by arbitration as herein provided.

Any award of the arbitrators with respect to any controversy submitted to arbitration under this Paragraph "10" and reducing or restoring the percentage payable by LICENSEE hereunder shall be effective as of whichever shall be the later of (a) the date on which LICENSEE or SOCIETY, as the case may be, shall have given the other notice of such substantial diminution in use or repertory or the curing thereof, or (b) the date, if any, which the arbitrators shall specify as the date on which such diminution occurred or was cured.

In case any controversy is to be determined by arbitration as provided above, such arbitration shall be conducted under and pursuant to the laws of the State of New York, in accordance with the provisions of Paragraph "11" hereof.

In case the arbitrators shall determine that there has been such a substantial diminution in use or repertory and shall make an award reducing the percentage

payable by LICENSEE on its "net receipts from sponsors after deductions", the reduction in such percentage payable by LICENSEE made by such award shall in no event be greater than the participation in such percentage payments of the publisher member or members of SOCIETY whose catalogue or catalogues shall have been the subject of such substantial diminution in use or repertory. The participation of such publisher member or members in such percentage payments made by LICENSEE hereunder shall be deemed to be the same percentage of such payments by LICENSEE as the percentage which such publisher member's or members' income from SOCIETY in respect of television distribution for the year immediately preceding shall bear to the entire distribution of royalties in respect of television by SOCIETY to all of its publisher members during such year.

11. In the event that during the term of this agreement there is to be determined by arbitration hereunder whether there has been such a substantial diminution in use or repertory and, if so, the percentage by which the license fees payable hereunder shall be reduced by the reason thereof, or whether a substantial diminution has been cured, as the case may be, as provided in Paragraph "10", each party shall on written notice to the other appoint an arbitrator within two (2) weeks after the expiration of the applicable thirty (30) day period specified in

Paragraph "10" hereof.

In the event that within ten (10) days after the giving of such notice by one party, the other shall not by written notice appoint another arbitrator, then upon the written request of either party (or both) the person who is at the time performing the functions of President of the American Arbitration Association shall appoint the second arbitrator. When two arbitrators have been appointed they shall, if possible, agree upon a third arbitrator and shall appoint him by notice in writing, in triplicate, signed by both of them, one of which triplicate notices shall be given to each party hereto. If ten (10) days shall elapse after the appointment of the second arbitrator without notice of the appointment of the third arbitrator having been given, then upon the written request of either party (or both) the person who is at the time performing the functions of President of the American Arbitration Association shall appoint the third arbitrator. Upon appointment of the third arbitrator the three arbitrators shall hold a hearing and give opportunity to each party hereto to present his case in the presence of the other, and shall then make their award determining the license fees which shall be paid by LICENSEE to SOCIETY, taking into consideration all applicable factors which tend to determine whether there has been such a substantial diminution and, if

so, the extent thereof and the percentage by which the license fees payable hereunder shall be reduced by reason thereof, or whether a substantial diminution has been cured, as the case may be, as provided in Paragraph "10". The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect.

The award of the majority of the arbitrators shall be binding upon the parties hereto, judgment may be entered thereon in any court having jurisdiction, and this agreement shall be deemed to be modified accordingly. Such award shall include the fixing of the expenses of the arbitration, which shall be borne equally by both parties.

12. In the event of any major interference with the operations of LICENSEE'S television network due to governmental measures or restrictions, LICENSEE shall have the right to terminate this agreement upon seven (7) days' notice.

13. All notices required or permitted to be given by either of the parties to the other hereunder shall be duly and properly given if mailed to such other party by registered United States mail addressed to such other party at its main office for the transaction of business.

14. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances broadcast, acts done and obligations incurred prior to the effective date of the assignment.

IN WITNESS WHEREOF, this agreement has been duly executed by SOCIETY and LICENSEE this 19th day of February, 1954, as of the 1st day of January, 1954.

AMERICAN SOCIETY OF COMPOSERS
AUTHORS AND PUBLISHERS

By Herman Finkelstein (signed)
General Attorney

COLUMBIA BROADCASTING SYSTEM, INC.
Licensee

By J. L. Van Volkenburg (signed)

January 1, 1954

(NETWORK LETTER) E1032 016775

To Columbia Broadcasting System, Inc.
New York City

This letter is being executed simultaneously with a network television license agreement between us of even date and shall be deemed to be a part thereof.

I. The requirement of Paragraph "3 A" of such agreement that you list the compositions broadcast on network television programs and the stations over which network television programs are broadcast shall be deemed to have been complied with by your continuing to furnish to us the same types of reports as you have furnished under the present non-visual broadcasting agreements between us.

Without affecting the provisions of Paragraph "3 C" the requirement of Paragraph "3 A" with respect to a brief notation of scenery and costumes shall be deemed to have been complied with if you furnish us a notation with respect thereto similar to the forms hereto attached as Exhibits "1", "2", "3" and "4".

II. Referring to Paragraph "4 A", which provides that a maximum of 750 compositions may be restricted for the purposes therein set forth, SOCIETY agrees that it will use its best efforts to keep the number of compositions on the restricted list down to a minimum, and if possible, substantially below the

figure of 750. The practices with reference to the restriction of compositions followed under the present non-visual broadcasting license agreements between us shall be applicable to such network television license agreement. The practices with respect to any composition withdrawn as a result of any revision of the Indices shall be the same in respect of prior notice and effective date as the practices with reference to the restriction of compositions.

III. SOCIETY agrees not to enter into, recognize as valid, or perform any performing license agreement which shall result in discriminating in price or terms between LICENSEE and other licensees similarly situated unless it first offers to modify this agreement to conform to the prices and terms of such agreement with such other licensees and gives LICENSEE ample opportunity to accept such modification provided, however, that differentials based upon applicable business factors which justify different prices or terms shall not be considered discriminations within the meaning of this Paragraph "III"; and provided further that, if as a result of a judicial decision or arbitration award fixing different prices or terms than those provided for in said agreement between us of even date, a performing license agreement in accordance therewith shall be entered into between SOCIETY and any other network television broadcaster similarly situated at such different

award determining such prices and terms shall be binding only upon the parties to the proceeding in which such decision or award is made, and SOCIETY shall not be required to offer such prices and terms to LICENSEE; and provided further, that if such decision or award shall result in the grant by SOCIETY to such other network television broadcaster of a broader license (i.e., a license providing for a wider scope of use or lesser restrictions thereon) than that provided for in said agreement between us of even date, then such broader license shall be made available to LICENSEE upon the terms and conditions provided for in such decision or award, except that in such event the license fee payable by LICENSEE to SOCIETY shall be that which is payable under Paragraph "5" of said agreement between us of even date, or that which is fixed in such decision or award, whichever shall be higher.

IV. SOCIETY agrees in connection with the publishers' letters accompanying the Blanket Network Television Licenses to request and to use its best endeavors to obtain extensions of such grants for the period from January 1, 1954 to December 31, 1957 and

an expansion of the scope of such grants in the form attached hereto as Exhibit "5".

Very truly yours,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By Herman Finkelstein (signed)
General Attorney

ACCEPTED AND AGREED TO:

COLUMBIA BROADCASTING SYSTEM, INC.
Licensee

By J.L. Van Volkenburg (signed)

EXHIBIT "1"

BONNY MAID VERSATILE VARIETIES

WNBT (DATE OF PROGRAM) 9 PM

THEME: THE CAMPBELLS ARE COMING (SPEC LYRICS) (PD)

THE SKEPTICS - COMEDY PANTOMIME TEAM - NIGHTCLUB SET - EVENING CLOTHES
(ALL NUMBERS INSTRUMENTAL BACKGROUND)

1.	SPRING SONG	MENDELSSOHN	(PD)
2.	SCHOOL DAYS	(MILLS)	
3.	HONEYSUCKLE ROSE	(SANTLY)	
4.	SILVER THREADS AMONG THE GOLD	(CRAWFORD)	

UNDER TWINS - COMEDY DANCE & SONG TEAM - NIGHT CLUB SET-EVENING CLOTHES

1.	SOPHISTICATED LADY	(MILLS)	INST. BG
2.	MARGIE	(MILLS)	VOC

LEONNE HALL - VOCALIST - NIGHT CLUB SET - EVENING CLOTHES

1.	IT'S A BIG WIDE WONDERFUL WORLD	(BMI)	
2.	THE BOY NEXT DOOR	(FEIST)	

ARLEIGH PETERSON TRIO -DANCER SINGER & VOODOO DRUMMER - NIGHT CLUB SET - VOODOO AFRICAN COSTUMES

1.	BABALU	(PEER)	VOC
2.	ELUBE CHANGO	(PEER)	INST. BG

GEORGE GIVOT - COMEDY VOCALIST - NIGHT CLUB SET - EVENING CLOTHES

1.	THE GREEK AMBASSADOR	GEORGE GIVOT	(MS) VOC.

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

E1037

EXHIBIT "2"

MOHAWK SHOW ROOM

WNBT (DATE OF PROGRAM) 7:30 PM

SIG: IRISH WASHERWOMAN (PD)

NORTON DOWNEY - BAND STAND SET - STREET CLOTHES -
(ALL NUMBERS VOCAL)

1. BLUE SKIES (BERLIN)
2. DON'T BLAME ME (ROBBINS)
3. IT'S MY DESIRE (DORSEY)
4. SUNNY SIDE OF THE STREET (SHAPIRO)

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

E1038 016781

EXHIBIT "S"

KUKLA FRAN AND OLLIE

WNBT (DATE OF PROGRAM) 7:00 PM

SIG:	HOP HOP HOP	(PD)	
	SUB THEME	FASCINATO	(MS)
	EXIT MUSIC	FASCINATO	(MS)

PUPPET SET

1.	MORNING ON THE FAR	(LEEDS)	VOCAL
2.	COUNTRY STYLE	(B & W)	INST. BG.
3.	OLE DAN TUCKER	(PD)	VOCAL

SIG:
CONTACT: ZALANTIS
(DATE PROGRAM TYPED)

E1039 016752

EXHIBIT "4"

THE BIG STORY

WNBT (DATE OF PROGRAM) 9:30 P.M.

SIG. THE BIG STORY VLADIMIRI SELINSKY (MS)

1.	SHORES OF SORRENTO	R STRAUSS	VICTOR 18535 (PD)
2.	TOD UND VERKARUNG	R STRAUSS	VICTOR 8290 A (PD)
3.	SYMPHONIE MODERNE	STEINER	VICTOR 11-8303 (REMICK)
4.	SYMPHONY #5	PROKOFIEFF	VICTOR 11-9442 A (PD)
5.	ADVENTURES IN A PERAMBULATOR	J.A.CARPENTER	VICTOR 8457 (G.SCHIRMER)
6.	FIREBIRD SUITE	STRAVINSKY	VICTOR 16697 (PD)
7.	TAPIOLA	SIBELIUS	VICTOR 12-0980 (B & H)
8.	NETWORK CUES:		
	DRAMATICS I CUT 12 ND 7 MM	8560	N B C PROPERTY
	CURTAINS II CUT 8 "	8662	N B C PROPERTY
	MYSTERIOUS VI CUT 12 "	8658	N B C PROPERTY
	DRAMATICS II CUT 4	8651	N B C PROPERTY
	CURTAINS I CUT 12	8651	N B C PROPERTY

SIG:

NOTE: ALL MUSIC USED AS BRIDGES AND INCIDENTAL BACKGROUND

CONTACT: ZALANTIS
1-1-54

EXHIBIT "5"

.016783

E1040

Columbia Broadcasting System, Inc.
85 Madison Avenue
New York 22, N. Y.

We refer to the network television music performing rights license agreements which are about to be entered into between you and the American Society of Composers, Authors and Publishers (hereinafter called 'SOCIETY"). We both recognize that delayed and repeat broadcasts (i.e., broadcasts over certain affiliated stations subsequent to the original broadcast) of network television programs are often necessitated by time differentials and other circumstances such as unavailability of facilities, conflicting program schedules, etc. Also, the co-axial cables connecting television stations are still in the early stages of development, and it is not now -- and may not be for several years -- possible to connect by cable all of the television stations affiliated with the several networks. Consequently, you have asked the publisher members of SOCIETY to grant you the right to make and cause to be made kinescope recordings under certain specified conditions, as hereinafter set forth, and you have stated that the grant of such right is a condition precedent to your executing the aforementioned license agreements with SOCIETY.

Accordingly, we hereby grant you, during the entire term of such license agreements (that is, until December 31, 1957) or until the date of prior termination of such license agreements, and without the payment of any fees, the following rights:

(a) To make or cause to be made simultaneously with any original broadcast consisting (1) of live performances or (2) of live performances accompanied in part by other material, of any of your network television programs containing performances of musical compositions

(i) licensed under the aforementioned license agreements, and

(ii) now or hereafter owned or controlled by us,

recordings of such program, as broadcast, for the limited purposes set forth in sub-paragraph (b) below; and

(b) To use such recordings or cause the same to be used (i) for reference, file and private audition purposes, (ii) for making one broadcast (delayed or repeat) over each of such of your affiliated network television stations (including company-owned stations) as did not broadcast the program simultaneously with the original broadcast, provided that such broadcast is made within a period of 60 days after the date of such original broadcast, and provided further that any such delayed or repeat broadcasts shall not be made for any purpose other than to complete the network broadcast of such program, and (iii) for making a "trailer" or excerpt utilizing a portion of any such recording not exceeding two minutes in duration, to be broadcast by television over your television network and any of your affiliated stations (including company-owned stations) for the purpose of advertising and promoting the broadcast over your television network and such respective stations of the program series

of which the recorded broadcast shall be a part, provided that no such trailer or excerpt shall be broadcast subsequent to the broadcast of the last program in such series during the term of such license agreements.

It is also recognized that on some occasions scheduled original network broadcasts may be pre-recorded for one time use in lieu of live broadcast. Accordingly we hereby grant you during the term provided for above, the following rights:

(a) To make or cause to be made in advance of any of your scheduled original network broadcasts consisting (1) of live performances or (2) of live performances accompanied in part by other material, of any such scheduled original network television program containing performances of musical compositions

(i) licensed under the aforementioned license agreements, and

(ii) now or hereafter owned or controlled by us,

recordings of such program, as scheduled expressly for such original network broadcast, for the limited purposes set forth in sub-paragraph (b) below; and

(b) To use such recordings or cause the same to be used

(i) for making one network television broadcast over your television network and

(ii) for making one broadcast (delayed or repeat) over each of such of your affiliated network television stations (including company-owned stations) as did not broadcast the program simultaneously with the original broadcast of such pre-recorded program, provided that such broadcast is made within a period of 60 days after the date of such original broadcast, and provided further that any such delayed or repeat broadcasts shall not be made for any purpose other than to complete the network broadcast of such programs, and

(iii) for making a "trailer" or excerpt utilizing a portion of any such recording not exceeding two minutes in duration, to be broadcast by television over your television network and any of your affiliated stations (including company-owned stations) for the purpose of advertising and promoting the broadcast over your television network and such respective stations of the program series of which the recorded broadcast shall be a part, provided that no such trailer or excerpt shall be broadcast subsequent to the broadcast of the last program in such series during the term of such license agreements,

provided, in the case of recordings of material other than live performances, this grant shall not be deemed to modify, alter, or suspend in any way limitations existing with respect to the material so recorded.

Very truly yours,

_____

By _____